Standard Bidding Document

HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)
(Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR- P139131-001
Initiation Date	October 15, 2026

October 15, 2026

PROCUREMENT CELL
National Vocational and Technical Training Commission (NAVTTC)
Plot # 38, Kirthar Road, Sector H-9/4, Islamabad,
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******JV IS NOT ALLOWED******

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NAVTTC Headquarters Islamabad

GOVERNMENT OF PAKISTAN

NAVTTC

National Vocational and Technical Training Commission

Plot No. 38, Sector H-9, Krithar Road, Islamabad
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CORRIGENDUM / DATE EXTENSION NOTICE

1. Invitation for applications titled **"HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)"** published by **National Vocational and Technical Training Commission (NAVTTC) refers**.
2. The e-bids, prepared in accordance with the revised instructions in the e-Bidding documents, to be submitted through EPADS v2.0 on or before **Thursday, October 22, 2026 at 11:00 AM**. Bids will be opened on **Thursday, October 22, 2026 at 11:30 AM**.

Procurement Cell, NAVTTC HQ, Kirthar Road,
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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Govt Funds.

3. **Fraudulent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence

related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification.

Qualification of the Bidder

4.6. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

5. Contents of Standard Bidding Document

5.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudulent & Corrupt Practices
Section VIII - Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

5.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

6. Clarifications

6.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to seven days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

6.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

6.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

6.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

6.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

6.6.1. evaluation & qualification criteria;

6.6.2. required scope of work or specifications;

6.6.3. all securities requirements;

6.6.4. tax requirements;

6.6.5. terms and conditions of bidding documents; and

6.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

7. **Amendment of Bidding documents**

7.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

7.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

7.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

8. Documents Constituting the Bids

8.1. The bids prepared by the bidders shall constitute the following components: -

8.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

8.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

8.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

8.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

8.1.5. Bid security; and

8.1.6. Any other document required in the BDS.

9. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

9.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

9.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency.

10.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

10.3.1. the bidder has the financial, technical, and capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

10.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

11. **Form of Bid**

11.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

12. **Bids Prices**

12.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

12.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

12.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

12.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

12.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

13. **Price Adjustment**

13.1. Price adjustment shall not be applicable.

13.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

13.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

14. **Bids Currencies**

14.1. Prices shall be quoted in Pakistani Rupees.

15. Bid Validity Period

15.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16. Bid Security

16.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified. The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. **The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.**

16.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

16.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

16.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

16.4.1. the expiry of the Bid Security;

16.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

16.4.3. the rejection by the Procuring Agency of all Bids;

16.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is

permitted.

16.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.5.1. if a bidder:

16.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

16.5.1.2. does not accept the correction of errors, or

16.5.2. in the case of a successful bidder fails:

16.5.2.1. **to sign the contract in accordance with SCC; or**

16.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

16.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

17. Alternative Bids by Bidders

17.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

17.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

18. Withdrawal, Substitution, and Modification of Bids

18.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

19. Format and Signing of Bids

19.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

19.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

20. **Submission of Bids through EPADS v2.0 before Deadline**

20.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

20.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

21. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

21.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,

22. **Opening of Bids**

22.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, on the date and at the time, specified in the **BDS**.

22.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

22.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

22.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

23. **Confidentiality**

23.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

23.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

24. **Preliminary Examination of Bids**

24.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

24.1.1. meets the eligibility criteria defined in **BDS**;

24.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

24.1.3. is accompanied by the required securities; and

24.1.4. is substantially responsive to the requirements of the bidding document.

24.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

24.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

25. **Examination of Terms and Conditions, Technical Evaluation**

25.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

25.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

26. **Correction of Errors**

26.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

26.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

26.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

26.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

26.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

26.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

27. **Conversion to Single Currency**

27.1. As per Rule 30 of Public Procurement Rules, 2004.

28. **Evaluation of Bids**

28.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

28.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

28.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

28.4. The Procuring agency evaluation of a bid will take into account:

28.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

28.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

28.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

28.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

28.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

29. Determination of Most Advantageous Bids

29.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

30. Abnormally Low Financial Bids

30.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder

to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

30.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

30.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

31. **Rejection of Bids**

31.1. As per Rule 33 of the Public Procurement Rules, 2004

32. **Single Responsive Bid**

32.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

33. **Arbitration**

33.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. **Procuring Agency's Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. **Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **National Vocational and Technical Training Commission NAVTTC**

The subject of procurement is: **HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)**

Expected commencement date: **Tuesday, December 15, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P139131**

BDS Clause Number 3

*****JV IS NOT ALLLOWED*****

B. Bidding Documents

BDS Clause Number 4
The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date:
Pre-Bid Meeting (ONLINE) : Wednesday, October 7, 2026 12:30 PM
Venue: Plot # 38, Kirthar Road, Sector H-9/4, Islamabad
Meeting Link:
https://us06web.zoom.us/j/82817281144?pwd=ITixbUu7iWb1GKnM7PY83OPLb0kzjN.1

BDS Clause Number 5

Any addendum, in case issued, shall be published on **National Vocational and Technical Training Commission NAVTTC** website and on **EPADS v2.0**.
In case of any disparity, the bidding document published on EPMS / PPRA would prevail.
Any Vendor Placing Clarification as Grievance would be awarded de-merit points.

BDS Clause Number 6

List of documents required along with the bid:

1. **All Documents and Undertakings in support of Eligibility and Evaluation Criteria**

BDS Clause Number 7

The qualification criteria to establish the capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:
see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed.**

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

The amount of Bid Security shall be made in the favor of **"NAVTTC Fund"** worth **500,000 RS.**

The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Procurement Cell, NAVTTC HQ, Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, October 22, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

51.1

The Bids opening shall take place on **EPADS v2.0**.

Day : ***Thursday***

Date: ***Thursday, October 22, 2026***

Time : ***11:30 AM***

BDS Clause Number 19

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%.**

The Performance Guarantee shall be acceptable in the form of: **Call at Deposit**

21.

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Partnership Firm	FBR (NTN)
Company (Private Limited)	SECP / Relevant Authority
Company (Public Limited)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Non-Blacklisted Status Undertaking on Rs 200 Stamp Paper	Yes
• Safeguarding and gender inclusion policies (Attach Documentary Evidence)	Yes
• Proof of audited financial statements (e.g., last two years) (Attach Documentary Evidence)	Yes
• At least 7 years of experience in conducting monitoring, evaluation, and/ or research studies (Attach Documentary Evidence)	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	70
FIRM'S EXPERIENCE	
Technical and Operational Expertise: Proven capacity in large-scale public sector quantitative and qualitative data collection, statistical sampling design, and field operations management across multiple regions (Qualitative)(Doc Required) Evidence through two recent, relevant Public Sector projects in past 5 years. Copy of Contract / Completion Certificate and Project details to be attached. **(8)** Evidence through one recent, relevant Public Sector project in past 5 years. Copy of Contract / Completion Certificate and Project details to be attached. **(4)**	8

Relevant RBF/Workforce Development Experience: Demonstrated experience in independent verification, audit, or evaluation of Results-Based Financing (RBF), Performance-Based Contracts (PBC), or similar outcome-based programs, particularly in the education or workforce development sector. (Qualitative)(Doc Required) Evidence through three recent, relevant projects in past 5 years. (Copy of Contract / Completion Certificate and Project details to be attached). **(12)** Evidence through two recent, relevant projects in past 5 years. Copy of Contract / Completion Certificate and Project details to be attached. **(8)** Evidence through one recent, relevant project in past 5 years. Copy of Contract / Completion Certificate and Project details to be attached. **(4)**	12
KEY PROFESSIONALS	
Team Leader / Senior Verification Specialist: Demonstrated leadership in managing complex verification projects, with specific experience in RBF and a deep understanding of verification protocols and ethical standards. • Master's degree in economics, statistics, accounting, business, public administration, finance or related field. **(Mandatory)** CV, Degree(s), Transcripts, Experience Certificate(s), Appointment Letter(s) be attached for verification of credentials. Additional information / documents may be asked, if deemed necessary. (Qualitative)(Doc Required) AND Ten (10) years' experience in developing and/or implementing methodologies for ensuring accurate reporting or verifying the veracity of information provided by third parties. • Experience in the relevant sectors is valued. **(10)** Five (5) years' experience in developing monitoring systems with government institutions and/or conducting monitoring with government institutions **OR** Five (5) years' experience in managing a team of sector and/or M&E experts. Experience in the relevant sectors is valued. **(5)**	10

Senior M&E / Data Management Expert: Proven expertise in designing M&E frameworks, developing digital data collection tools, and implementing rigorous data validation and quality assurance processes. • Master's degree in economics, statistics, accounting, business, public administration, finance or related field. **(Mandatory)** CV, Degree(s), Transcripts, Experience Certificate(s), Appointment Letter(s) be attached for verification of credentials. Additional information / documents may be asked, if deemed necessary. (Qualitative)(Doc Required) AND Seven (7) years' experience in data collection, data processing and validation, monitoring and evaluation, and reporting • Experience working with government institutions is valued. **(8)** Five (5) years' experience in managing a team of sector and/or M&E experts. Experience working with government institutions is valued. **(5)**	8
Sector Specialist (Workforce Development): Direct experience in the education/training sector, with a clear understanding of relevant outcome metrics (e.g., employment, certification). CV, Degree(s), Transcripts, Experience Certificate(s), Appointment Letter(s) be attached for verification of credentials. Additional information / documents may be asked, if deemed necessary. (Qualitative)(Doc Required) Relevant Master's Degree and Seven Years or more Experience. Experience working with government institutions is valued. **(7)** Relevant Master's Degree and Five Years of Experience. Experience working with government institutions is valued.**(5)**	7

FINANCIAL STRENGTH	
Financial Strength: The degree to which the firm carries financial worth to undertake the proposed assignment. Average Financial Turnover (last 3 years): Figures must be from financial statements audited (last 3 years) (Qualitative)(Doc Required) 101 Million PKR and Above **(15)** 51-100 Million PKR **(10)** 20-50 Million PKR **(5)**	15
PROPOSED METHODOLOGY AND WORK PLAN *Procuring Agency may ask the firm(s) for presentation*	
Proposed verification methodology: The clarity, rigor, and practicality of the proposed approach, including: • Detailed sampling methodology that ensures statistical validity. • Robust data collection and source verification techniques (e.g., cross-checking with employer records). • Specific measures for fraud detection and risk mitigation. *Subject to Presentation* (Qualitative)(Doc Required) Outstandingly exceeding the requirements **(20)** Exceeding the requirements **(16)** Meeting the requirements **(12)** Marginal deviation from the requirements **(8)** Significant deviation from the requirements **(2)**	20

Work plan and management: The adequacy and feasibility of the work plan, staffing plan, and timeline. It should clearly demonstrate the ability to deliver on schedule. *Subject to Presentation* (Qualitative)(Doc Required) Outstandingly exceeding the requirements **(10)** Exceeding the requirements **(8)** Meeting the requirements **(6)** Marginal deviation from the requirements **(4)** Significant deviation from the requirements **(2)**	10
Systems Scoping and Integration Plan: A clear and realistic plan for how to assess the existing data systems of service providers and the program, and a proposed methodology for data exchange and validation. (We are not evaluating their knowledge of program specific systems, but the methodological approach to figuring it out and making it work.) *Subject to Presentation* (Qualitative)(Doc Required) Outstandingly exceeding the requirements **(5)** Exceeding the requirements **(4)** Meeting the requirements **(3)** Marginal deviation from the requirements **(2)** Significant deviation from the requirements **(1)**	5

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Quality assurance framework: The strength and detail of the proposed internal Quality Assurance/Quality Control (QA/QC) procedures, including how a percentage of verified cases will be reviewed. *Subject to Presentation* (Qualitative)(Doc Required) Outstandingly exceeding the requirements **(5)** Exceeding the requirements **(4)** Meeting the requirements **(3)** Marginal deviation from the requirements **(2)** Significant deviation from the requirements **(1)**	5

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)	**Address:** Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory **Schedule:** 45 **Quantity:** 01/Qty	1/Qty	500000 PKR

Related Services:

All Services mentioned in TORs.

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Services Specifications

Positions Without Lots :

Position: HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE

HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)

TORs

1. Background

1.1. About the Pakistan Skills Impact Bond

The Pakistan Skills Impact Bond ("PSIB") represents a groundbreaking initiative specifically designed to address Pakistan's acute skills shortage, combat youth unemployment, and promote economic stability. Developed through strategic collaboration with the National Vocational and Technical Training Commission ("NAVTTC"), the PSIB establishes a sustainable financing framework for vocational training that reduces dependence on constrained public funds while optimizing resource allocation. While initially focused on skills development, the PSIB model holds significant potential for expansion into other critical sectors including healthcare, women's empowerment, climate-resilient agriculture, and digital inclusion. By attracting private capital, this initiative enables NAVTTC to reduce reliance on government funding while ensuring the long-term sustainability and scalability of its training programs. It also promotes a results-based approach, whereby public funds are increasingly directed towards training that leads to measurable employment outcomes, ensuring better value for money.

The PSIB is designed as a three-year workforce development program that will include 2-3 cohorts of beneficiaries whose enrollment, training, and placement and retention at relevant jobs will be measured. NAVTTC will oversee the management of the program, and service providers contracted by NAVTTC will implement the program.

1.2. About National Vocational and Technical Training Commission (NAVTTC)

NAVTTC is the apex body mandated to regulate, facilitate, and promote skills development in Pakistan. In pursuit of enhancing income generation opportunities for youth, NAVTTC has launched the first Pakistan Skills Impact Bond, an innovative skills financing model.

This new model will support NAVTTC’s agenda to align skills training with domestic and international labor market demands, ensuring sustainable livelihoods for youth through strong employer linkages, and, where applicable, internationally recognized certification.

1.3. About the Independent Verification

The PSIB will require an independent verification mechanism to ensure that reported results are credible, consistent, and meet agreed definitions. The Independent Verification Agent (IVA) will be responsible for validating reported results and producing verification reports that trigger outcome payments. Instead of assessing program performance broadly, the IVA examines **objective evidence tied directly to payment triggers**, such as training quality, verified training completion/ certification, authentic job placements, and confirmed retention. This makes the evaluation far more rigorous, high-stakes, and evidence-driven than standard MEL, as its findings directly determine service provider payments and ensure full accountability within the results-based financing structure.

2. Objective of the Assignment

The objective of this assignment is for an Independent Verification Agent (IVA) to independently verify the performance and results achieved under the PSIB. In a results-based financing model like the PSIB, independent verification is the central safeguard that ensures outcome payments are made only when real, credible, and independently validated results have been achieved. The IVA plays a pivotal role in maintaining the integrity, fairness, and financial accountability of the entire mechanism. Outcome payments under the PSIB—whether for enrolment, training completion/certification, job placement, or job retention—are released **only when the IVA confirms that reported results are accurate and evidence-based**.

The IVA will be responsible for confirming that:

a) **Beneficiary eligibility** aligns with the program's inclusion criteria (e.g., age, gender, education level, employment status and geographic focus).
b) **Service delivery** has been implemented as reported, with enrollment, attendance, training quality and completion/ certification verified in accordance with approved curricula, standards, and training plans.
c) **Job placements** have been secured and verified as genuine, with supporting evidence such as employment contracts, employment confirmation letters, or government system data.
d) **Job retention** has been maintained for the defined period (e.g., six months), including verification of continued employment or timely re-employment

The IVA will validate all data submitted by service providers by reviewing documentation including but not limited to enrolment records, attendance sheets, employment contracts, and payroll evidence. In addition to verifying submitted data, the **IVA should**

also propose an appropriate methodology including physical field visits to conduct independent checks as and when required—possibly including spot checks, employer outreach, and beneficiary follow-ups—to confirm key outcomes such as training participation, job placement, and retention. In doing so, the IVA will ensure that results reported by service providers are credible, consistent, and aligned with the PSIB's payment structure. The methodology will be finalized at the inception stage of the assignment with NAVTTC and relevant stakeholders.

Beyond compliance, the verification process will also serve a learning and improvement function — by identifying systemic gaps, highlighting implementation challenges, and generating insights to inform future program cycles and strengthen results-based financing approaches in Pakistan's skills sector.

3. Scope of Work

The IVA will be responsible for independently verifying program inputs, outputs, and outcomes across all participating service providers to ensure that payments are tied to credible and verifiable results. The scope of work will cover the following key dimensions of the PSIB program lifecycle:

I. **Pre-implementation support**
   a. Provide standardized verification tools and templates for consistent data reporting across all providers (e.g., enrollment forms, attendance sheets, verification checklists).
   b. Participate in training and alignment sessions with NAVTTC and service providers to ensure shared understanding of verification protocols, data requirements, and timelines.

II. **Implementation phase –** the IVA will be responsible for the following aspects:
   a. **Program eligibility -** Verify that enrolled beneficiaries meet eligibility criteria (e.g., age, gender, education level, employment status and geographic target) through a combination of ID checks, document reviews, and cross-verification with government databases where possible.
   b. **Service delivery -** Confirm that training has been conducted in accordance with approved curricula, using pre-approved templates (developed by IVA) for data reporting such as signed attendance sheets, enrollment forms, training certificates, and digital tracking data where possible.[AD1]
   c. **Placement -** Validate job placement evidence such as employment contracts and joining letters, employer confirmations, or government system data.

d. **Retention -** Confirm continuous employment for the agreed retention period (6 months for all beneficiaries including female beneficiaries). Any breaks including due to a job change, aggregating up to a total period of four (4) weeks shall not be counted for the calculation of each six (6) month period of retention. This may involve cross-checking payroll data, employer attestations, or EOBI records.

(Refer to Annex I to see the proposed verification scope and methods)

III. **Learning and adaptive management**

a. Track learning indicators throughout program implementation to generate insights on performance trends, emerging challenges, and systemic bottlenecks.

b. Document key lessons, risks, and recommendations to strengthen data systems, verification efficiency, and overall PSIB implementation, including proposed improvements to processes, reporting formats, and feedback loops.

(Refer to Annex I for the proposed learning metrics. This list is indicative; the IVA is expected to develop and submit a comprehensive set of qualitative and quantitative learning metrics, to be finalized in consultation with the PSIB)

IV. **Reporting and stakeholder engagement**

a. Submit periodic verification and learning reports highlighting findings, lessons, and actionable recommendations (Please see Section 7, Deliverables Schedule, for frequency of submissions). Verification reports should present quantitative and qualitative findings, accompanied by analysis and relevant learnings mapped to the learning metrics. These insights will be vital in informing the design of subsequent PSIB cohorts.

b. Support dissemination of insights through briefs, presentations, and learning products that inform decision-making and stakeholder engagement.

c. Participate in periodic meetings with NAVTTC and other relevant stakeholders to present findings. (Frequency to be decided at inception stage)

It is expected that the IVA will provide an innovative and thorough methodology for how this scope of work will be operationalized. This should include the sampling strategy for any independent data collection that will be conducted by the IVA, to validate the results beyond what has already been provided by the service providers.

Feedback and consolidated findings compiled by the IVA shall be shared with Service Providers, the PSIB Secretariat and other identified stakeholders at the end of each cohort. These timelines may be adjusted as necessary based on program needs, data availability, and the verification cycle agreed upon.

4. Program Details

The PSIB program will be delivered in 2-3 cohorts, enrolling a total of approximately 5,000 participants[1]. This target will be allocated roughly equally across both cohorts. Each cohort will follow the full program cycle, including mobilization and enrollment, training, job placement, and post-placement retention support*. The second or third cohort will begin once the previous cohort's placement has been verified. Within each cohort, there will be trainings of varying lengths depending on the trade/type of certification. All trainings for the same cohort will start on the same day, and follow one of these three verification cycles; (i) for training programs under 2 months, (ii) for training programs of 3-4 months, and (iii) for training programs of 5-6 months. Please see Section 7 below for the verification schedule.

[1] Estimated program outcomes: 80% of enrolled participants are expected to complete training; of those, approximately 60% are expected to secure employment; and of those placed, 60% are expected to remain employed after six months.

***Service providers' payments will only be made once the IVA has verified the outcomes at training, certification, job placement and retention. NAVTTC to define it at contract finalization stage.**

5. Eligibility Criteria[AD2]

The following is required for a firm to be eligible to apply for this program:

- Registration with the SECP / Relevant Authority
- NTN and ATL Status
- Declaration for No-blacklisted or debarred by NAVTTC or any other Government institution
- Proof of audited financial statements (e.g., last two years) to show financial capacity
- Safeguarding and gender inclusion policies
- At least 7 years of experience in conducting monitoring, evaluation, and/ or research studies

6. Qualifications and Experience

See Annex 2.

7. Deliverables Schedule

This is expected to be a 2.5-year assignment, where the IVA will be expected to produce the following deliverables:

Deliverable	Indicative Due Date		
Inception Report (including but not limited to methodology, data collection/verification methods, tools, workplan and reporting templates and procedures - standardized templates and guidelines for data collection, data submission, verification, and feedback to service providers.)	Within 3 weeks of contract signing		
For each Cohort, the following are the expected deliverables:	**Indicative due date:**		
	For all training programs under 2 months	For 3 to 4 month training programs	For 5-6 month training programs
i. Findings from verification of training quality	Month 1 from training start date[AD3]	Month 1 from training start date	Month 1 from training start date
ii. Findings from verification of participant eligibility and certification/ training completion, and learning metrics' findings from this stage	Month 3 from training start date	Month 5 from training start date	Month 7 from training start date
iii. Findings from verification of job placement, and learning metrics' findings from this stage	Month 6 from training start date	Month 8 from training start date	Month 10 from training start date
iv. Findings from verification of 3-month retention and learning metrics' findings from this stage	Month 10 from training start date	Month 12 from training start date	Month 14 from training start date
v. Findings from verification of 6-month retention	Month 13 from training start date	Month 15 from training start date	Month 17 from training start date

8. Proposal Requirements*

Interested firm should submit a technical and financial proposal that includes the following:

1. **Organizational profile and experience**
   - **Description of the organization**, its structure, and **specific, verifiable prior experience** in verification, audit, or evaluation of **results-based financing (RBF) or performance-based programs**, particularly in the **workforce development sector**.

- Description of the organization's experience and capacity in supporting program management, knowledge management, and the use of data for adaptive decision-making in Pakistan. This should include examples of how their work has previously informed program strategy and improvements.
- Disclosure of any potential conflicts of interest, along with clear mitigation strategies to ensure impartiality and independence.
- Financial Audits of past three (3) years
- CVs of all proposed **team members** with clear roles, responsibilities, and **demonstrable experience relevant to this assignment.**
- At least **two (2) reference contacts** from previous, similar verification assignments, including project value, scope, and a description of verified outcomes.

II. **Proposed approach and work plan**

- A description of the proposed verification methodology, including strategies, data collection methods, survey tools/software, and quality assurance measures.
- Plans for recruitment, training, and supervision of field staff (if applicable), and strategies to ensure independence and data integrity.
- Measures to mitigate risks of misreporting, collusion, or corruption.
- A detailed work plan, including a Gantt chart of proposed activities, timelines, and deliverables.

*** All proposals must answer one core question: <u>What is the most cost-effective way to credibly verify program results so that outcome payments can be released to service providers?</u>**

9.

The procurement process will follow a single stage two envelope (SSTE) process under the PPRA rules.[AD4]
[AD5]

ANNEX I

Verification categories and preliminary verification procedures

I. Verification of program targets

Category	What is verified	Proposed verification methods
Participant eligibility	Personal details such as • Age and gender • Educational background (last achieved qualification); • Employment status; • Geographic location • Any other criteria specified by the program, such as vulnerability or priority group	1. **National identification or birth certificate** – to confirm age and gender. This can also be verified against government systems 2. **Educational certificates or transcripts** – to confirm education level 3. **Government systems records** (e.g., EOBI) – to confirm unemployment or underemployment 4. **Signed self-declarations by beneficiaries** – to confirm work status, geographic location, or other criteria specified by program
Training set-up and quality assessment		**[AD6]**
Service delivery	Program participation details such as: • Enrollment • Training – Beneficiaries have received the minimum services prescribed • Completion/ certification	1. **Signed enrollment forms from service providers** – verifies which participants were officially enrolled in the training program 2. **Approved curriculum and training delivery plan –** curriculum approved by NAVTTC or an accreditation letter from the relevant authority, along with the training delivery plan, confirming training will meet required quality 3. **Signed attendance sheets for sessions** – signed by both beneficiaries and service providers, to track participation and attrition 4. **Training certificates** – issued upon completion, to verify that participants have successfully completed the program and

		acquired the intended skills or competencies
Job placement	• Job placement in a formal job with a written contract and a salary above the minimum wage	1. **Employment contract** - The service providers will be able to justify the job placement by providing signed employment contracts and/ or employer confirmation letters with the following details: • Type of contract (e.g., permanent, fixed-term, temporary, or internship) • Remuneration (monthly or hourly salary) • Employment start date • Contract end date or duration • Employer information: Name, official seal, contact details of the company • Signature in the presence of a witness 2. Information recorded on **EOBI**, if applicable
Job retention	• Job retention for a period of at least six (6) months for all beneficiaries • Job retention for a period of at least six (6) months for female beneficiaries	1. **Copy of pay slips for at least six months accordingly** - The service provider collects and submits copies of pay slips for the last six months confirming continued employment through payment of salaries 2. Information recorded on **EOBI**, if applicable

Notes:

- *These are preliminary proposed verification categories and recommended mechanisms. The IVA is encouraged to suggest any other credible and measurable verification methods/ evidence for each of the verification categories. Some elements may evolve as key program design decisions are finalized and in response to the verification methodologies proposed by the selected Independent Verification Agent (IVA).*
- *Service providers are expected to serve as primary data collectors, with the verifier conducting independent checks to validate reported results.*
- *The final frequency and timelines of when verification reports will be due should be agreed upon based on the administrative capacity of both the verifier and service providers, and PSIB program needs.*
- *NAVTTC has the right to assess any milestone reported by IVA or get it verified by it's team or any 3rd party or taking any action as deemed necessary by the outcome funder or NAVTTC, subsequently.*

II. Learning Metrics

The program will also track a set of learning indicators to assess how effectively and efficiently it achieves its broader objectives. These indicators are designed to provide critical insights into the program's overall impact, identify areas for improvement, and inform adaptive management decisions to enhance performance and maximize future outcomes. It is important to emphasize that these learning indicators are strictly for internal program learning and adaptive management and will not be used for payment calculations to service providers.

Some proposed learning indicators include:

Category	Indicator	Definition
Beneficiary profile	Gender distribution	Percentage of women beneficiaries attending the training program.
	Age distribution	Percentage of beneficiaries by age categories (e.g., 18-24, 25-34, etc.).
	Employment status before training	Employment status of beneficiaries before the training and, if unemployed, the average duration of unemployment.
	Education level	Level of education of beneficiaries before integrating the program.
Training[2]	Certification	Eligible beneficiaries who have attended and completed the training curriculum dispensed by the service provider and obtained a TVET certification in the training they've received.
	Dropout rate of beneficiaries	Percentage of eligible beneficiaries who have attended but did not complete the training curriculum (soft-skills, hard-skills, preparation for a qualification, etc.), including reasons for non-completion (e.g., childcare, other family engagements, lack of financial means to attend program, or other personal circumstances e.t.c).
	Attendance rate	Percentage of attendance by beneficiaries during training.
	Beneficiary satisfaction	Rate of beneficiaries declaring to be satisfied with the training received at the end of the training.
	Skills change	Change in participants' skill levels before and after receiving training.

[2] Training, placement, retention learning indicators can be disaggregated by gender and education level to maximize learnings

Placement[2]	Skills matching	Degree to which beneficiary skills match the needs of employers.
	Sector alignment	Percentage of beneficiaries placed in jobs within the same industry or sector as their training.
	Duration between training and placement	Average time (in days or months) it takes for service providers to secure job placements for eligible beneficiaries after completing their training.
Retention	Employment uptake rate	Percentage of program beneficiaries who secure new employment after initial placement during the intervention period.
	Duration between job placements	Average time (in days or months) it takes for beneficiaries to secure a new job after leaving their initial placement.
	Level of satisfaction of employers with the beneficiaries	Percentage of employers who express satisfaction with the skills, performance, and work of the beneficiaries they have employed.
	Level of satisfaction of beneficiaries with the work conditions	Percentage of eligible beneficiaries who report being satisfied with the work environment, terms, and conditions in their job placements.

ANNEX 2

Qualification and Evaluation Criteria

Qualifications and Experience

The Independent Verification Agent (IVA) should be a **firm** with demonstrated expertise and operational capacity to undertake independent verification of results-based programs. Specifically, the IVA should demonstrate:

- Proven experience conducting independent verification, audit, or evaluation for Results-Based Financing (RBF), Performance-Based Contracts (PBC), or similar outcome-linked programs.
- Strong technical capacity in data collection, sampling design, and verification methodologies — including both quantitative and qualitative approaches.
- Demonstrated ability to manage large-scale field operations efficiently across multiple regions, ensuring accuracy, timeliness, and quality control in data verification.
- Experience in the education and workforce development sector, particularly in Technical and Vocational Education and Training (TVET) — including verification of training delivery, certification, and employment outcomes.
- Robust data management, validation, and quality assurance systems, including the use of digital data collection tools and secure data storage protocols.
- Established systems for safeguarding, ethical compliance, and confidentiality, consistent with international standards.
- Proven independence and credibility, with no conflicts of interest that could compromise objectivity in verification.
- Experience working with governments, development partners, and private sector stakeholders, preferably in multi-stakeholder or blended-finance programs.
- Capacity to integrate with existing program data systems and coordinate effectively with implementing partners and the program management unit.
- Previous experience in learning management, knowledge management, or program management to support learning and adaptive management processes is desirable
- Previous experience in Pakistan / demonstrated ability to mobilize local expertise and staff

Key experts should include: (Details in Technical Evaluation Criteria)

- Senior Verification Specialist (lead, RBF experience).
- M&E/Data Systems Expert.
- Education/Finance Specialist (with experience in workforce development and RBF expertise).

3.1 Proposals will be evaluated for both the Technical and Financial Proposals. All technical bids will be assessed first, and only those scoring 70 points or higher will be eligible for financial bid opening.

Senior and Mid-Level Personnel (SMLP)

It is envisioned that the technical team composed of SMLP specialists each meet the following general requirements, irrespective of their area of expertise:

- Shall have relevant and adequate university degrees.
- Shall have substantial, relevant, and similar experience in Pakistan and/or other countries in South Asia.
- Shall be proficient in English and Urdu including speaking, reading, and writing.

Contractors must propose a team of SMLP staff members whose combined qualifications cover all the requirements specified above, but it is not necessary to propose a separate individual for each of the suggested SMLP positions. The Contractor must provide and maintain all SMLP proposed. To the extent that additional personnel representing other disciplines are needed to carry out any of the tasks outlined above, or other related tasks that may arise during the project, the Contractor must

present their qualifications for approval.

Conflict of Interest: Any Firm / Partner Already engaged with NAVTTC under Prime Minister Youth Skill Development Program (PMYSDP) or any other program managed / funded by NAVTTC is ineligible to apply for this process

Assignment Tenure: This selection would remain valid for a period of 3 years. Initially for one-year, further enhancement subject to satisfactory performance carried out annually by Procuring Agency.

Price Schedule

If E_PADS V.2.0 does not have provision to quote price for each item separately, the financial bid including unit cost for each item may be submitted in a sealed envelope along with the physical bid security before submission deadline. The entire project would be awarded to the **Most Advantageous Bidder** in result of evaluation by procuring agency. The quoted prices should be all inclusive (Taxes etc)

For Individual Positions

For Lots

#	Lot Title	Price (PKR)	Remarks
A	IVA Cost Per TRADE / Institute Covering all Milestones as per TORs (For Course up to 2 Months)		Anywhere in Pakistan
B.	IVA Cost Per TRADE / Institute Covering all Milestones as per TORs (For Course 3-4 Months)		Anywhere in Pakistan
C.	IVA Cost Per TRADE / Institute Covering all Milestones as per TORs (For Course 5-6 Months)		Anywhere in Pakistan
4.	**(A+B+C) / 3**	**Average of A, B &C for Comparison of Financial Bid***	***If E-PADS V.2.0 shows one field, insert this value**

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **"**Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: (National Vocational and Technical Training Commission (NAVTTC) Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NAVTTC (National Vocational and Technical Training Commission (NAVTTC)
Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory
Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

National Vocational and Technical Training Commission NAVTTC,
Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **0.20%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Call at Deposit

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Contract Form

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20___ between **National Vocational and Technical Training Commission NAVTTC, Plot # 38, Kirthar Road, Sector H-9/4, Islamabad, Islamabad Capital Territory**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **HIRING OF INDEPENDENT VALIDATION AGENT / FIRM FOR PAKISTAN SKILL IMPACT BOND (PSIB) (*P139131*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 the contract.

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

Signed, sealed, delivered by _____the _____(for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____(for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Non-Blacklisted Undertaking

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Non-Blacklisted Undertaking** (page number: 84)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 85)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 86)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 88)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 89)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 91)

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Additional Forms and Documents

NON-BLACKLISTING DECLARATION
(On Rs 200 Stamp Paper)

I/We hereby declare that all information provided in the proposal is true and correct. We further confirm that:

We have not been blacklisted by any Government / semi- government organization.

- We comply with all mandatory requirements of the RFP.
- All documents submitted are genuine and verifiable.
- I/We declare that the information provided in the proposal is accurate and can be proved whenever required. I/We further declare that if in case the information provided by me/us in this request for proposal proved to be incorrect at any point, NAVTTC reserves the right to take any action deemed feasible by the NAVTTC authorities against me/us.
- I/We further declare that our Business (********** Company Name here **********) is not blacklisted by any division, department or organization of Government of Pakistan.

Authorized Signatory: _____

Name: _____

Designation: _____

Stamp & Signature: _____

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

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Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration ☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant]*	*[insert amount]*

Current Contract Commitments / Works in Progress

Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

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Financial Situation and Performance

[The following table shall be filled in for the Applicant]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _*[insert number] years, [insert in words]* **(amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

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[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.