



**Ministry of Information Technology  
Government of Pakistan**

## **BIDDING DOCUMENT**

Single Stage – Two Envelopes Bidding

# **High Impact Training Bootcamp**

**December 23, 2019**

**REQUEST FOR PROPOSALS**

# Request for Proposals: High Impact Training Boot-camp

## Table of Contents

<b>1</b>	<b>INVITATION TO BIDS.....</b>	<b>5</b>
<b>2</b>	<b>INTRODUCTION.....</b>	<b>7</b>
2.1	PREPARATION OF PROPOSAL .....	7
2.1.1	<i>Bidding Process.....</i>	7
2.1.2	<i>Technical Proposal.....</i>	7
2.1.3	<i>Financial Proposal.....</i>	7
2.2	BID PRICE / PAYMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.3	COST OF BIDDING .....	8
2.4	LANGUAGE OF BIDDING .....	8
2.5	CONFIDENTIALITY .....	8
2.5.1	<i>General .....</i>	8
2.5.2	<i>Use of Contract Documents &amp; Information; Inspection and Audit by Ministry of IT .....</i>	8
2.6	BID VALIDITY .....	8
2.7	AMENDMENT OF BIDDING DOCUMENTS.....	9
2.8	CLARIFICATION(S) / QUERIES OF TENDER .....	9
2.9	BID CLARIFICATIONS .....	9
2.10	SUGGESTIONS & OMISSIONS .....	9
2.11	SEALING, MARKING AND TRANSMISSION OF THE BID .....	10
2.12	DEADLINE FOR SUBMISSION OF BIDS.....	10
2.13	BID OPENING .....	11
2.14	MODIFICATIONS AND WITHDRAWAL OF BIDS .....	11
2.15	BID BOND .....	11
2.16	RESPONSIVENESS OF THE BIDS .....	11
2.17	PERFORMANCE GUARANTEE .....	13
2.18	ELIGIBILITY AND QUALIFICATION REQUIREMENTS .....	13
2.19	CLARIFICATION OF BIDS .....	14
2.20	GENERAL TERMS AND CONDITIONS.....	14
2.21	PROPOSAL EVALUATION.....	15
2.21.1	<i>General Conditions .....</i>	15
2.21.2	<i>Minimum Evaluation Criteria.....</i>	16
2.21.3	<i>Technical Evaluation.....</i>	17
2.21.4	<i>Financial Evaluation.....</i>	17
2.22	MINISTRY OF IT'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS .....	18
2.23	DISCLAIMER TO THE EVALUATION PROCESS .....	19

## Request for Proposals: High Impact Training Boot-camp

2.24	PAYMENT SCHEDULE .....	19
2.25	BID PRICES / DISCOUNTS .....	20
2.26	AWARD CRITERIA.....	20
2.27	CHANGE OF SCOPE.....	20
2.28	LIQUIDATED DAMAGES ON LATER PERFORMANCE .....	20
2.29	FRAUD & CORRUPTION.....	21
2.30	CONFLICT OF INTEREST .....	23
2.31	REFERENCE SITE VISIT AND DISPLAY SAMPLE .....	23
2.32	ARBITRATION .....	23
2.33	FORCE MAJEURE .....	23
2.34	NOTIFICATION OF INTENTION TO AWARD.....	24
2.35	SIGNING OF CONTRACT .....	24
<b>3</b>	<b>TERMS OF REFERENCE .....</b>	<b>25</b>
3.1	PROJECT OVERVIEW.....	25
3.2	KEY OBJECTIVES .....	25
3.3	KEY BENEFITS .....	25
3.4	SCOPE OF WORK.....	26
3.4.1	<i>Training Objectives</i> .....	26
3.4.2	<i>TRAINING SUBJECTS</i> .....	27
3.4.2.1	Full-Stack Software Development and Cloud computing: .....	27
3.4.2.2	Data Science and AI Development .....	29
3.4.2.3	BlockChain Technology.....	30
3.5	COMPLIANCE SHEET.....	31
3.5	ACRONYMS .....	32
<b>4</b>	<b>BIDDING FORMS .....</b>	<b>33</b>
4.1	TECHNICAL PROPOSAL - SUBMISSION ACKNOWLEDGEMENT.....	33
4.2	FINANCIAL PROPOSAL - SUBMISSION ACKNOWLEDGEMENT .....	34
4.3	FINANCIAL PROPOSAL FORM .....	35
4.4	GENERAL INFORMATION FORM.....	36
4.5	GENERAL INFORMATION SYSTEMS EXPERIENCE RECORD .....	37
4.6	BIDDING FIRM'S PROJECT REFERENCES .....	38
4.7	JOINT VENTURE SUMMARY .....	39
4.8	PARTICULAR SYSTEMS ROLLOUT EXPERIENCE RECORD.....	40
4.9	DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY .....	41
4.10	PERSONNEL CAPABILITIES.....	42
4.11	SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS.....	43

## Request for Proposals: High Impact Training Boot-camp

4.12	FINANCIAL CAPABILITIES .....	44
4.13	CANDIDATE SUMMARY .....	46
4.14	TECHNICAL CAPABILITIES.....	47
4.15	LITIGATION HISTORY .....	48
4.16	DECLARATION ON OATH .....	49
4.17	GENERAL DECLARATION.....	50
<b>5</b>	<b>BID SECURITY DOCUMENTS NOT APPLICABLE.....</b>	<b>51</b>
<b>5.1</b>	BID SECURITY (BANK GUARANTEE) .....	51
<b>5.2</b>	BID SECURITY (BID BOND) .....	52

### 1 INVITATION TO BIDS

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#### High Impact Training Boot-Camp

1. Ministry of IT Incorporation of Pakistan invites potential bidders to bid for the “Specialized HIGH IMPACT TRAINING BOOT-CAMP” on various technology tracks” on a single stage – two envelopes procedure as per PPRA (Pakistan) rules (<http://ppra.org.pk>).
2. The bid shall comprise of a single package containing two separate sealed envelopes. Each envelope shall separately contain one Original and two Copies of the financial proposal and the technical proposal.
3. The bid shall be submitted no later than **12:00pm, 20-01-2020** at the address given below

Director (IT)  
Ministry of Information Technology & Telecom  
7<sup>th</sup> Floor  
Kohsar Complex, Pak Secretariat  
Islamabad

All bids received in time will be opened in the presence of Bidders’ representatives who choose to attend at **3:00 pm, 20-01-2020** . Any bid submissions received after this date will be rejected.

4. The bid shall remain valid for **60 days** after the date of bid opening prescribed above. Accordingly, bids shall be valid **12:00pm, 20-03-2020**
5. A Bid Security/Bid bond is required and acceptable in the shape of a Bank Draft/Pay Order/Demand Draft/ Banker’s cheque/CDR only, issued from any scheduled bank operating in Pakistan, as 2% of the project value, in the favor of Ministry of IT Incorporation of Pakistan.

The bid security must be valid until thirty (30) days after the end of the bid validity period. Accordingly, the bid security should not expire **12:00pm, 20-04-2020**

6. Electronic Procurement will not be permitted. Late Proposals will be rejected. The Technical Part will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below on **3:00 pm, 20-01-2020**
7. Technical Bids will be opened by a Committee on the same day i.e. **3:00 pm, 20-01-2020** in the presence of bidders or their authorized representatives who wish to attend tile bid opening process. Financial Bids of only technically qualified bidders shall be opened on a date/time to be announced subsequently. Financial bids of bidders that may not qualify technically shall be returned unopened.

## Request for Proposals: High Impact Training Boot-camp

8. The tender documents including detailed Request For Proposal must be obtained from the undersigned during office hours before the closing date and time by presenting written request for issuance of RFP document.
9. Valid NTN / GST Registration Certificates required for collection of the tender documents.
10. For any query related to this tender, please feel free to contact the undersigned.

Director (IT)  
Ministry of Information Technology & Telecom  
7<sup>th</sup> Floor  
Kohsar Complex, Pak Secretariat  
Islamabad  
Ph:051-9208207

### ENCLOSURE(S):

*[If appropriate, insert: "Addendum No. {insert: number of the addendum} to the bidding documents," and/or "Memorandum for {name of Bidder as taken from the top of this invitation} of "Changes Required Pursuant to Bid Evaluation," or state: "There are no enclosures"]*

## 2 INTRODUCTION

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Ministry of Information Technology & Telecom Pakistan (MoIT) intends to launch High Impact Training Programs (on various technologies) through customized Boot-Camps across Pakistan in order to enhance skills level to match international demands.

MOIT aims at running pilots on HIGH IMPACT TRAINING BOOT-CAMP on short medium and long term basis. The purpose of this tender is to provide high-level key requirements for the HIGH IMPACT TRAINING BOOT-CAMP evaluation process and ultimately the selection process.

Ministry of IT wishes to engage interested and qualified bidders to submit their proposals to conduct the desired training Boot-Camps.

### 2.1 Preparation of Proposal

#### 2.1.1 Bidding Process

For said assignment, Ministry of IT being a public sector organization has to following PPRA's Procedure of Open Competitive Bidding Rule – "Single Stage – Two Envelopes Bidding Process" as per said procedure:

#### 2.1.2 Technical Proposal

- (i) While preparing Technical Proposal, bidding firm(s) are expected to examine the Tender Documents comprising this invitation in detail, as material deficiencies in providing the information requested may result in rejection of the proposal.
- (ii) The technical proposal should provide the information using the detailed specifications guide or special instructions provided with each component of the scope of work section.
- (iii) To establish the conformity of the items required through this TENDER Document, the Vendor shall furnish as part of its Technical Proposal, a detailed description of the Bidder's proposed items conforming in all material aspects with the Technical Requirements both overall as well as in regards to the performance of each proposed item.
- (iv) Please note that the technical proposal shall not include any financial information.

#### 2.1.3 Financial Proposal

- (i) While preparing the financial proposal, bidder(s) is expected to take into account the requirement and conditions of the invitation documents. The Financial proposal should follow standard form (section 4). It should provide itemized costs associated with the assignment and an approximate project cost based on the estimated volume.
- (ii) The Data Sheet shows for how many days after the submission date the proposal must remain valid. During this period the bidder is expected to keep available the professional staff working on the proposal. The Ministry of IT will make its best effort to complete technical clarification (if needed) within this period. Proposal validity period may be extended with mutual consent.

## **Request for Proposals: High Impact Training Boot-camp**

### **2.2 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and Ministry of IT will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

### **2.3 Language of Bidding**

The bid must be prepared and submitted in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, English language shall prevail.

### **2.4 Confidentiality**

#### **2.4.1 General**

- (i) Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder(s) who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.
- (ii) Information relating to the examination, evaluation, comparison and post qualification of Proposals, and recommendation of contract award, shall not be disclosed to Bidders or any other persons.
- (iii) Any attempt by a Bidder to influence Ministry of IT in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions will result in the rejection of its Proposals.

#### **2.4.2 Use of Contract Documents & Information; Inspection and Audit by Ministry of IT**

The bidder shall not, without Ministry of IT's prior written consent, disclose the Contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Ministry of IT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The bidder shall not, without Ministry of IT's prior written consent, make use of any document or information related to Ministry of IT functions and procedures except for purposes of performing the Contract.

All documents shall remain the property of Ministry of IT and shall be returned (all copies) to Ministry of IT on completion of the Bidder's performance under the Contract if so required by Ministry of IT.

The Bidder shall permit Ministry of IT to inspect their accounts and records relating to the performance of the supply and to have them audited by auditors appointed by Ministry of IT, if so required by Ministry of IT. Ministry of IT can directly contact the references given in the technical requirements part of TENDER DOCUMENT to verify Bidder's technical reasons supporting compliance.

### **2.5 Bid Validity**

1. Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.



## **Request for Proposals: High Impact Training Boot-camp**

2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid. A bidder not agreeing to such request may be withdrawn at the discretion of Ministry of IT.

### **2.6 Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of Bids, Ministry of IT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
2. The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter by courier or shall be made available on the Ministry of IT's website to all prospective bidders who have received the Bidding Documents, and will be binding on them.

### **2.7 Clarification(S) / Queries of Tender**

1. The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any Bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from:  
Ministry of IT & Telecom  
Islamabad

Contact person: Director (IT)

Tel: 051-9208207

Email: [bilal.abbasi@moitt.gov.pk](mailto:bilal.abbasi@moitt.gov.pk)

2. Requests for all clarifications with regard to the given specifications or other information contained in Tender Documents should come either through E-Mail/Fax or Courier on the address mentioned above. Telephone enquiries may not be entertained. All inquiries about the tender made to Ministry of IT and Ministry of IT's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry. Such enquiries must reach the above mentioned officers not later than **12:00pm, 13-01-2020**

### **2.8 Bid Clarifications**

Bidders who have purchased bidding documents, may send their questions seeking in clarifications within 7 days of the Bid Publications. A consolidated response to all questions will be sent to all bidders at least 7 days prior to the closing date.

### **2.9 Suggestions & Omissions**

The Bidder should likewise notify to the above of any suggestions or omissions in the RFP. Purchaser will, at their sole discretion, will incorporate such suggestions / omissions.

## Request for Proposals: High Impact Training Boot-camp

### 2.10 Sealing, Marking and Transmission of the Bid

1. Detailed “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” should be submitted in one original and two copies of each in separate envelope. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

**a) “TECHNICAL PROPOSAL”**

Bid against Tender Notice No. 1-19/2019

Do not open before time specified in the tender document / advertisement

**Please Note:**

Technical Proposal should also be submitted in a soft copy (CD/DVD) as well.

**b) “FINANCIAL PROPOSAL”**

Bid against Tender Notice No.1-19/2019

Do not open before time specified in the tender document / advertisement

**“FINANCIAL PROPOSAL”**

Bid against Tender Notice No. 1-19/2019

Do not open before time specified in the tender document / advertisement

2. If the envelope is not marked as instructed above, Ministry of IT will assume no responsibility for the misplacement or premature opening of the bid.

### 2.11 Deadline for Submission of Bids

1. The original bid, together with the required copies must be delivered to Ministry of IT at the address specified at Para 2.9 not later than **12:00 pm, 20-01-2020**
2. A total of Fifteen (15) days would be given for submission of bids. Once the tender is floated, first seven (7) days would be allocated for vendor queries and clarifications. **12:00pm, 13-01-2019** a pre-bid session would be conducted to help the interested parties fully understand the assignment. Later-on minutes of the question-answer session would be forwarded by Ministry of IT to all bidders. Bidders would then be expected to submit their bids within the rest twenty days. Any bids received after fifteen days would be marked late and cancelled at the sole discretion of Ministry of IT.
3. Ministry of IT may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of Ministry of IT and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
4. The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “LATE”.

## **Request for Proposals: High Impact Training Boot-camp**

5. If the envelopes are not marked as instructed above, Ministry of IT will assume no responsibility for the misplacement or premature opening of the bid.

### **2.12 Bid Opening**

The Technical Bids will be opened publicly by the Tender Opening Committee in the presence of Bidder's representatives who wish to attend the bid opening at New Dates to be entered the time and date already communicated.

### **2.13 Modifications and Withdrawal of Bids**

1. Bidder may modify or withdraw their bid after submission, provided that written notice of the modification or withdrawal is received by Ministry of IT prior to the prescribed deadline for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
3. No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
4. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

### **2.14 Bid Bond**

1. The bidder shall furnish with the "FINANCIAL" bid, as part of their bid, a bid bond for an amount equivalent to 2% of the bid amount in Pak Rupees.
2. The bid bond shall be in the form of a Bank draft / Pay order / Bank Guarantee must be issued by a Pakistani Scheduled Bank. The bid bond shall be valid for 180 days counting from the day of the bid opening.
3. Any bid not accompanied by the requisite Bid Bond shall be rejected as non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after requisite Performance Bond / Bank Guarantee has been furnished and the contract has been executed.
4. The bid bond will be forfeited in case:
  - 4.1. A bidder withdraws its bid during the period of bid validity.
  - 4.2. Failure of the successful bidder to execute the contract and provide the Bank Guarantee.

### **2.15 Responsiveness of the Bids**

1. The Technical Portion of the bid proposal must be accompanied with the certificate declaring that a bid bond of appropriate amount is enclosed with the financial proposal.
2. The Bid must be prepared in the English Language.
3. The Bid must be unconditionally valid for **60** days from the date of Bid Opening.
4. The bid must be accompanied with the duly signed and stamped "Standard Forms" given at Section 3 and Section 4 of this document.

## **Request for Proposals: High Impact Training Boot-camp**

5. Bids should only be submitted by hand through authorized representative of the bidding firm/company or by courier so as to reach at assigned address before bid opening date & time.
6. Duly filled in signed and stamped declarations sample provided at “Section 4.16” and “Section 4.17” on the letter head of bidder should be accompanied with the bid proposal, failing which the Bid may be considered as non-responsive.
7. The Ministry of IT will evaluate and compare only the substantially responsive bids.
8. Bids determined to be substantially responsive will next be checked for any material error in computation.

### **2.16 Performance Guarantee**

1. Within fifteen (15) days of receipt of the letter for the award of contract, the successful bidder shall furnish to Ministry of IT, a Bank Guarantee amounting to 10% of the Bid value as per specimen at “Section 5.1”.
2. The Bank Guarantee of the banks that are blacklisted by Government of Pakistan for issuing Bank Guarantees will not be acceptable.
3. The validity of Bank Guarantee shall be throughout the warranty period and completion of the contract and shall be extended by the firm if the completion of contract is delayed, whether in whole or in part.
4. The cost incurred for establishing the Bank Guarantee or any extension thereof shall be to the account of the bidding firm.
5. The Bank Guarantee will be discharged after completion of the contract.
6. The Bank Guarantee must be as per format attached at Annexure-A” and must be either from a Pakistani scheduled bank or from a branch of foreign bank in Pakistan acceptable to Ministry of IT.
7. The proceeds of the Bank Guarantee shall be payable to the Ministry of Information Technology & Telecom as compensation for any loss resulting from the contractor’s failure to complete its performance obligations under the contract according to the satisfaction of Ministry of IT.

### **2.17 Eligibility and Qualification Requirements**

1. To be eligible for award of contract, bidders will have to provide satisfactory evidence to Ministry of IT of their eligibility and meet the minimum criteria detailed in Section 2.21 of this document.
2. The bidder should be competent to provide training the Items/Equipment as mentioned in the “TERMS OF REFERENCE” at Section-3.
3. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
  - i. Subcontracting any part of the bid shall not be allowed and bids that include an element of subcontracting shall be rejected as non-responsive.
  - ii. Bids submitted by a joint venture of two or more firms as partners necessarily require qualifying eligibility criteria by any of the partner or combine.
  - iii. The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legally binding on all partners.
  - iv. One of the partners shall be nominated, as being in-charge and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
  - v. The bid bond i.e. equivalent to 2% of the bid amount in the shape of Bank draft / pay order / bank guarantee must be submitted by lead bidder or the partner in charge.
  - vi. The Lead Bidder shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the consortium and the entire execution of the

## **Request for Proposals: High Impact Training Boot-camp**

contract including payment shall be done exclusively with the Lead Bidder or Partner in-charge.

4. All partners of the consortium shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under 2.18 section - 4 (iii) above as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered amongst the consortium partners shall be submitted with the bid.
5. In case of a joint venture, a copy of MoU(s) between the bidder and the partnering firm(s) is required to be submitted.

### **2.18 Clarification of Bids**

1. To assist in the examination, evaluation and comparison of Bids Ministry of IT may at its discretion, ask the Bidder for clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.
  - a. Bidders may be requested to provide sample for evaluation or demonstrate its features to Ministry of IT during evaluation stage, at no extra cost.
  - b. Ministry of IT reserves the right to communicate with any of the reference sites mentioned by the bidder, if required, with or without notifying the bidder.

### **2.19 General Terms and Conditions**

1. After opening the bids, Ministry of IT will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
2. Ministry of IT will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided, CV's of staff, MoU(s) if any, whether the documents have been properly signed, and whether the bids are generally in order.
3. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, or prescribed completion schedule or which limits in any substantial way Ministry of IT's right or the bidders' obligation under the Contract.
4. A bid determined to be non-responsive will be rejected by Ministry of IT and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. Ministry of IT may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
6. To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.

## Request for Proposals: High Impact Training Boot-camp

7. The evaluation of the bids will take into accounts, in addition to the bid price, the following factors:
- Reliability and efficiency of the offered Items/Solution.
  - Financial standing of the Bidder.

### 2.20 Proposal Evaluation

#### 2.20.1 General Conditions

- Bidding firms shall not contact the Ministry of IT on any matter relating to their proposal from the time of submission of the technical and financial proposal to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the Ministry of IT, it should do so in writing at the address indicated in the (Section 2.9)
- Evaluators of technical proposal shall have no access to the financial proposals until the technical evaluation is concluded.
- Any effort by a bidder to influence Ministry of IT in its decisions on Proposal evaluation, Proposal comparison or contract award will result in the rejection of the Bidder's Proposal and forfeiture of Bid Bond.
- A Bidder that is under a declaration of ineligibility by MOIT in accordance with bidding instructions, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the bidding details.
- Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Sr. #	Evaluation Factor	Evaluation Aspects	Points	Max. Points
1	Experience in running Training Boot-Camp (US Standards) on the required technologies	More than 1 year	5	15
		More than 3 years	10	
		More than 5 years	15	
2	Number of people trained in the past 3 years	More than 100	5	15
		More than 250	10	
		More than 500	15	
3	Number of Certified Trainers on the required technologies	More than 5	5	10
		More than 10	10	
4	Number of permanent staff in the Bidder's firm/company	50 or more	5	10
		100 or more	10	

## Request for Proposals: High Impact Training Boot-camp

5	Average Annual Revenue (last 3 years) of the Bidder’s firm/company	More than \$5m	5	10
		More than \$10m	10	
6	Demonstration of ability to fully perform such training boot-camps requirements as detailed in the RFP	More than 70%	5	15
		More than 85%	10	
		More than 95%	15	
7	Suitability & Relevance of Course Contents & Delivery Methodology	Minimum on Standard Course Contents & Delivery Methodology	5	10
		Maximum on Enhanced/Extended Modified, Industry-Specific Methodology & Approach, combining the International Best Practices for quality	10	
8	Accreditation with Local and International certifying bodies <ul style="list-style-type: none"><li>• ISO-9001:2015</li><li>• ISO-20000</li><li>• ISO-27000</li><li>• SMMI- Level 3</li><li>• Endorsement of; International educational certifying / endorsing bodies</li></ul>	Minimum 2	5	15
		More than 2	10	
		More than 3	15	
		Total Maximum Points		100

Minimum marks required for technical qualification are 75% i.e. 75 out of 100 marks in Technical scoring. Only Technically qualified bidders will be considered for the overall evaluation. The bidders are required to submit evidence in the form of copies of contract, letters of completion issued by client or similar valid document.

Firms scoring minimum of 75% in Technical evaluation will be shortlisted and hence referred to as 'Responsive Bids'. The overall evaluation criteria will be based on 80% Technical and 20% commercial of the shortlisted firms. The shortlisted firm scoring maximum marks in the overall scoring will be awarded the contract.

### 2.20.2 Minimum Evaluation Criteria

Before submitting the request, the bidding organization may ensure that they are meeting the following minimum eligibility criteria:

- Experience in conducting High-Impact Training Boot-Camps for at least the last five year (any member of JV)
- Minimum Annual Turn (average of last 3 years of Lead Bidder): US\$ 1,000,000
- Minimum number of Trainers (full time): 10
- Must have successfully trained and certified at least 200 graduates.



## **Request for Proposals: High Impact Training Boot-camp**

### **2.20.3 Technical Evaluation**

1. This tender will be Single Stage - Two Envelops bidding procedure. Preliminary evaluation of technical bids will be done as per the information provided by the bidder as requested in Section 2.
2. Detailed technical evaluation will be done for firms who qualify the preliminary evaluation. These firms will be asked to provide sample or give demonstration of features for the proposed solution.
3. Ministry of IT's Evaluation Committee on the parameters given in the tender appendixes will make the technical evaluation. Ratings for the technical evaluation will be as per parameters given as Eligibility Criteria given with the SCOPE OF WORK.
4. The evaluation shall be on the basis of bidder responsiveness to the Terms of Reference. The Ministry of IT will apply an evaluation criteria and point system to evaluate the technical criteria. A proposal shall be rejected at this stage if it does not respond to important aspects of the Term of Reference. If the missing parameters/technical features are a scored technical feature, the relevant score will be set at zero
5. The Ministry of IT will notify the bidding firm of the rejection of their technical proposal indicating that their financial proposal if any will be returned unopened after completing the selection process.
6. The Ministry of IT will notify in writing to the firm(s) that passed the minimum technical score, and indicate the date, time and address for opening the financial proposal .The opening date shall not be sooner than 5 calendar days after the notification date. The notification may be sent through telephone call or email at address given for official correspondence.
7. On opening the financial proposal i.e., in the presence of the bidding firm(s) representatives who wish to attend, the Ministry of IT will announce the names of the firm(s), their technical scores, and the amounts of their financial proposals.

### **2.20.4 Financial Evaluation**

Financial Proposals of only the technically qualified bidders would be opened and, evaluated / compared on the following basis:

- i. The financial proposals shall first be checked for any error of computation and arithmetic errors will be corrected.
- ii. If a bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- iii. Items and Services that are required but have been left out or are necessary to correct minor deviations of the proposal will be added to the total proposal price using costs taken from the highest prices from other responsive proposals for the same item and Services, or in the absence of such information, the cost will be estimated at prevailing list prices.
- iv. For the purpose of evaluation / comparison of bids, total lump sum cost will be considered.
- v. Total evaluated financial cost of each responsive bidder shall be the basis of merit ranking of the Financial Proposal of the bid.

## Request for Proposals: High Impact Training Boot-camp

### Technical-Cum-Financial Evaluation:

As per process technical and financial evaluation will be held separately. Initially those firms will be considered in the technical evaluation that have the required capabilities to meet the criteria specified to deliver all services listed in “Scope of Work” that category and also technically qualify as per criteria and the judgment based on their profile and as per the following formula:

#### Providing 80% Weight, using Weighted Average Formula

$$= (100 - ((\text{Highest Point} - \text{Points Secured}) / \text{Highest Points} * 100)) * 0.8$$

The Financial proposal of only technically qualified bidders will be opened. However, the lower financial bid will have a prime upshot in the award of contract, as per following formula:

#### Providing 20% Weight, using Weighted Average Formula

$$= (100 - (\text{Quoted Bid} - \text{Lowest Bid}) / \text{Lowest Bid} * 100) * 0.2$$

Lowest Evaluated Bid = Weighted Average Technical Score + Weighted Average Financial Score

The Decision of Ministry of Information Technology & Telecom of Pakistan will be binding on all concerned and cannot be challengeable at any forum.

The evaluation of a proposal will take into account the following factors:

- Vendor’s Technical Capability
- Vendor’s Support Strength
- Relevant Experience
- Delivery Timeline
- Brochures, MoU’s, Supporting Documents, etc.

In addition, the following Evaluation Factors will be applied:

- (a) Brand Rating of offered Trainings in the industry
- (b) Future Commitments and Refresh Courses
- (c) Portfolio of trainings in multiple disciplines

## 2.21 Ministry of IT’s Right to Accept or Reject any or All Bids

1. Ministry of IT reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry of IT’s action.
2. Ministry of IT may terminate the Contract at any time by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event,

## Request for Proposals: High Impact Training Boot-camp

termination will be without compensation, provided such termination will not prejudice or affect any right of action or remedy, which has, accrued or will accrue thereafter to Ministry of IT.

If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, Ministry of IT shall terminate the contract by issuing a written notice and shall not be responsible to pay off any liability incurred towards the bidder and forfeit the security deposit (bid bond amount).

### 2.22 Disclaimer to the Evaluation Process

At any point of time, Ministry of IT reserves the right to alter the evaluation and selection process during the hardware procurement process without any intimation to the bidder and the decision of the Ministry of IT will be final in awarding of contract.

### 2.23 Payment Schedule

The Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below.

Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the contract implementation schedule may trigger pro-rata payments for the portion of the total contract price for the category corresponding to the services actually delivered at unit prices and in the currencies specified in the price schedules of the Contract Agreement.

Sr. No.	Work to complete	Payment Percentage
1.	Submission of Project Plan and Training Resource Mobilization Mobilization	40%
2.	Completion of Training	50%
3.	Training Certification	10%

For Services supplied, the Purchaser will pay the Supplier in PKR (at the exchange rate prevailing at the day of payment). Any taxes payable in the Purchaser's Region at the time of bidding shall be included in the quoted price and shall be the responsibility of the Supplier.

## **Request for Proposals: High Impact Training Boot-camp**

### **2.24 Bid Prices / Discounts**

1. All items in the Project Scope must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with bidding instructions.
2. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
3. Bid prices can be quoted in any convertible currency, however payment shall be made in PKR.

### **2.25 Award Criteria**

1. Ministry of IT will award the contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined to be the lowest bid evaluated proposal, after considering all factors and who meets the requisites requirements as per "Scope of Work", provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
2. Ministry of IT will notify by fax/letter by courier, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management approvals have been obtained.

### **2.26 Change of Scope**

At any time prior to the deadline for submission of bids, Ministry of IT may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Tender. Amendments will be provided in the form of Addenda to the Tender and will be sent in writing by courier, cable, facsimile, or electronic mail to all prospective Bidders that have received the Tender Document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such addenda, and it will be assumed that the amendments contained in such addenda will have been taken into account by the Bidder in its bid.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Ministry of IT may, at its discretion, extend the deadline for submission of bids, in which case Ministry of IT will notify all the bidders.

### **2.27 Liquidated Damages on Later Performance**

If at any time during performance of the Contract, the bidder encounters conditions impeding timely delivery of required items/equipment, the Bidder shall promptly notify Ministry of IT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, Ministry of IT shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

## Request for Proposals: High Impact Training Boot-camp

Liquidated damages will be deducted from contract price as per following schedule.

- a) 1<sup>st</sup> 15 days beyond agreed delivery time – 0.4% per day of the total contract value
- b) 2<sup>nd</sup> 15 days beyond agreed delivery time – 0.8% per day of the total contract value.
- c) Delay beyond 100 days will result in termination of the contract by MOIT, Forfeiture of Performance Guarantee, and claim additional Risks & Costs to the extent of getting the work completed by alternate vendors.

### 2.28 Fraud & Corruption

The Ministry of IT Corporation of Pakistan requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under the MOIT contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Purchaser; (a) defines, for the purposes of this provision, the terms set forth below as follows:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- e) “obstructive practice” means:
  - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - ii. acts intended to materially impede the exercise of the MOIT inspection and audit rights provided for under sub clause (a) below.
  - iii. will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - iv. will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a MOIT financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a MOIT financed contract.

The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- a) give or propose improper inducement directly or indirectly,
- b) distortion or misrepresentation of facts,
- c) engaging in corrupt or fraudulent practice or involving in such act,
- d) interference in participation of other competing bidders,

## **Request for Proposals: High Impact Training Boot-camp**

- e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
- g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

PPRA on the recommendation of the Purchaser may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:

- a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

A bidder declared blacklisted and ineligible by MOIT and PPRA, shall be ineligible to bid for a contract during the period determined by these stakeholders. The Supplier shall permit SLC to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by MOIT, if so required by the PPRA.

## **Request for Proposals: High Impact Training Boot-camp**

### **2.29 Conflict of Interest**

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of this Bid; or
- d) have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or a Bidder or
- f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

### **2.30 Reference Site Visit and Display Sample**

1. During evaluation of the Proposals, Ministry of IT may, at its sole discretion, ask a bidder to facilitate visits of bidder's existing client sites (minimum 2 sites) where the bidder's supplied items are in operation or a project similar in nature and scope has been deployed.
2. Short listed vendors may be called to demonstrate its features to Mi
3. Ministry of IT's Management to affirm functional and technical requirements are met. This activity shall be at the bidder's own risk. The costs of demonstration and visiting the site or sites shall be borne by the Bidder.

### **2.31 Arbitration**

Any disputes or differences arising out in connection with this assignment which cannot be amicably settled within 15 days between the Ministry of IT and the Bidder shall at the request of any party be finally settled by arbitrators, each party will appoint one such arbitrator, arbitrators so appointed before commencing any proceedings will jointly appoint an umpire. Arbitration proceedings shall be conducted under the provisions of Arbitration Act 1940 or any statute which replaces extends or modifies the same. The venue of any such arbitration shall be Karachi, Pakistan. The Laws of Islamic Republic of Pakistan will govern the contractual relationship between the bidder(s) and the Ministry of IT.

### **2.32 Force Majeure**

If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental

## **Request for Proposals: High Impact Training Boot-camp**

Export/Import Restrictions, Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Bidder shall promptly notify Ministry of IT in writing of such conditions and the cause thereof. Unless otherwise directed by Ministry of IT in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **2.33 Notification of Intention to Award**

1. The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with bidding guidelines within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address and bid amount of the selected bidder shall be given to all other bidders using the "Letter of Intention".
2. If no bidder submits an application pursuant to bidding instructions within a period of seven days of providing the notice, the Purchaser shall accept the bid selected prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.

### **2.34 Signing of Contract**

Within (10)working days after notification to the successful bidder regarding acceptance of his bid and submission of Bank Guarantee, the contract incorporating all agreements between the parties will be signed.



## **3 TERMS OF REFERENCE**

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### **3.1 Project Overview**

Ministry of Information Technology & Telecom (MoIT) is responsible for creating enabling environment and imparting adequate training education to IT graduates so that they are able to be employable for Domestic and Export consumption.

Hence, in order to achieve this mission, MOIT is looking to impart HIGH IMPACT TRAINING BOOT-CAMP)

The below sections outline the detailed training requirements and high level scope the expected outputs of the proposed HIGH IMPACT TRAINING BOOT-CAMP.

### **3.2 Key Objectives**

MOIT has the following key objectives for HIGH IMPACT TRAINING:

AFTER TRAINING IS COMPLETED, THE GRADUATES SHOULD BE EQUIPPED IN DEVELOPING PROGRAMS IN THE FOLLOWING APPLICATIONS AND SERVICES.

**CONTRACTORS ARE REQUIRED TO PROVIDE DETAILED WEEKLY COURSE WORK OUTLINE FOR EACH OF THE FOLLOWING SUBJECTS WITH COMPREHENSIVE DETAIL:**

1. SOFTWARE ENGINEERING AND CLOUD COMPUTING
2. DATA SCIENCES AND ARTIFICIAL INTELLIGENCE
3. BLOCK CHAIN

### **3.3 Key Benefits**

Through a successful HIGH IMPACT TRAINING, MOIT aims to achieve following benefits:

1. ENABLE THE TRAINED ENGINEERS TO COMPETE FOR HIGHLY PAYING JOBS IN THE FIELDS MENTIONED ABOVE.
2. THESE JOBS ARE PROJECTED TO BE OFFERED BY INTERNATIONAL FIRMS WHO WILL:
  - (A) EXPAND THEIR CURRENT OPERATIONS IN PAKISTAN
  - (B) NEW BUSINESSES WILL BE MOTIVATED TO BRING THEIR DEVELOPMENT WORK TO PAKISTAN AND

## **Request for Proposals: High Impact Training Boot-camp**

(C) TAKE MANY OF THESE SKILLED ENGINEERS TO THEIR HOME BASE AS EMPLOYEES

3. DOMESTICALLY THESE ENGINEERS SHOULD ALSO BE ABLE FIND JOBS BOTH IN THE PUBLIC AND PRIVATE SECTORS. Currently, many of these jobs have been exported to foreign-based companies.

### **3.4 Scope of Work**

#### **3.4.1 Training Objectives**

- a. Boot Camp contractor should provide a model course work and methodology to be used as a guideline to Universities and other institutions to train students in future and prepare them for SOFTWARE DEVELOPMENT jobs in the field of Software Engineering and Cloud Computing, Artificial Intelligence (AI) and Blockchain technology) for the next decade: 2020-2029.
- b. This guidance provided by the selected contractor should be based on the market knowhow in successful model regions such as the Silicon Valley of California and other technology centers in the North East of US, with communication with engineers, managers, and executives who have been actively involved in similar developments and are currently in the field of next generation Information Technology.
- c. Each training track should be supervised by highly qualified instructors from world renowned Bootcamp organization(s), preferably from Silicon Valley, for the duration of the fully immersive training around 12-16 weeks.
- d. Contractor must also clearly define pre-requisites such as a BS degree in Computer Science, Physics and Math or basic programming skills that may be sufficient for candidates to qualify for advanced training..

## **Request for Proposals: High Impact Training Boot-camp**

### **3.4.2 TRAINING SUBJECTS**

#### **3.4.2.1 Full-Stack Software Development and Cloud computing:**

#### **3.4.2.2 Objectives: Train professionals to:**

1. Provision and manage cloud computing environments
2. Develop applications in the cloud and for the cloud

#### **3.4.2.3 Technologies/environments to focus:**

We believe software development for Cloud Computing will continue to create large opportunities for gainful employment for many years to come.

All major providers of Cloud services have customized programs for their respective clouds. There is a significant overlap in the methodology between all of them, however, separate training modules need to be tailored for each of the cloud service provider.

#### **3.4.2.4 Training guidelines:**

A training program for cloud computing should be geared towards the two objectives mentioned above. These are related but distinct tracks that require different skillsets and training, defined as:

- Cloud Administrator
- Cloud Developer

### **3.4.3 Cloud Administrator Training:**

This training is suited towards systems/network/security professionals who have some background in systems administration (Unix/Linux/Windows).

1. Cloud computing fundamentals (CAPEX/OPEX, etc.)
2. For each platform (AWS/Azure/Google etc.)
  - a) Cloud platform fundamentals
  - b) System Operations on the platform
  - c) Security Operations on the platform
  - d) Cloud and Datacenter monitoring and administration
  - e) DevOps on the platform

This highly immersive hands on course should cover the following as a minimum:

- Agile software development practices and the basics of source control and issue tracking
- Front-end development with JavaScript, Hyper Text Markup Language (HTML) Cascading Style Sheets (CSS), and Bootstrap
- Back-end development using Java and Spring Boot and Spring MVC

## Request for Proposals: High Impact Training Boot-camp

- Create, Read, Update, and Delete (CRUD) operations using Structured Query Language (SQL) within relational databases
- RESTful Application Programming Interfaces (APIs)
- Unit and integration testing

### WEEK #

### COURSE WORK DETAILS

1

2

3

4

5

6

7

8

9

10

11

12

## **Request for Proposals: High Impact Training Boot-camp**

### **3.4.3.1 Data Science and AI Development**

This highly immersive hands on course should cover the following as a minimum:

- Data science fundamentals
- Data Analytics & Visualization
- Statistical Modeling
- Machine Learning with Python and R
- Big data with Hadoop & Spark
- Deep Learning, Neural Networks

<b>WEEK #</b>	<b>COURSE WORK DETAILS</b>
1	
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12	

## Request for Proposals: High Impact Training Boot-camp

### 3.4.3.2 BlockChain Technology

This highly immersive hands on course should cover the following as a minimum:

- Blockchain technology basics and available blockchain development and deployment platforms including: Hyperledger, Ethereum and Corda
- Public and Private blockchain network development and deployment using Hyperledger Fabric and Ethereum.
- Smart Contracts and business logic development and deployment on blockchain networks.
- Blockchain client and web frontend development using NodeJS, AngularJS or Solidity.
- Commercial deployment and testing of blockchain distributed applications (Dapps).

WEEK #	COURSE WORK DETAILS
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

## Request for Proposals: High Impact Training Boot-camp

### 3.5 Compliance Sheet

1. In the offer, the Bidder shall include clause by clause statement and sufficient documentation such that MOIT can validate the compliance statements. In the statement of compliance, the bidder shall state:
  - a. Fully Compliant (FC): If the offer of Bidder fully meets the Bidding document requirement
  - b. Partially Compliant (PC): If the offer of Bidder meets the requirement partially, the bidder shall state the reason why the offer is partially compliant. However, if the bidder is able to fulfill the specified requirement later, the time schedule for this shall be stated. In such cases, the bidder shall clearly mention the extent to which other requirements or specifications are affected;
  - c. Non-Compliant (NC): If the offer of Bidder cannot meet the requirements, the bidder shall also state reasons for it;
  - d. Compliance statements such as 'Agreed', 'Noted', 'OK', Tick mark, Do (") and 'Understood' etc. shall not be acceptable and shall be considered "Non-Compliant". Bidders shall mention, along with the compliance statement, the relevant Clause No., Page No., Chapter/ Section/ Volume of the offered bid document and/ or the brochure and catalogue, wherever applicable, for the purpose of verification of their technical compliance statement.
2. In case of absence or unclear statements of compliance for any specified requirement, MOIT will interpret that particular requirement as being "Non-Compliant".
3. If the bidder has stated 'Fully compliant' against technical clauses with comments resulting in material deviation, such statement shall be considered as "Non-Compliant".
4. If the bidder has stated partially or non-compliant to some of the clauses, the successful bidder shall provision for all such requirements and make the bid fully compliant to all MOIT requirements at the time of signing of Contract.

S. No.	Requirements	Compliance

## Request for Proposals: High Impact Training Boot-camp

### 3.5 Acronyms

Acronyms	Description
HIGH IMPACT TRAINING BOOT-CAMP	TRAIN SOFTWARE GRADUATES IN HIGH LEVEL SOFTWARE DEVELOPMENT AREAS
MOIT	Ministry of Information & Telecommunication.of Pakistan
SME	Subject Matter Expert



## **4 BIDDING FORMS**

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### **4.1 Technical proposal - Submission Acknowledgement**

(Location, Date)

(Name and address of Client).

We, [M/S. Title of Firm/company] offer to provide HIGH IMPACT TRAINING BOOT-CAMP in accordance with your Request for Proposal dated [Date]. We are hereby submitting our Proposal, which includes this technical proposal, and financial proposal sealed under separate envelopes.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of our proposal. Our technical proposal is binding upon us subject to the modifications resulting from contracts negotiations.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

(Authorized Signature)

Name and Title of Signatory:

Name of Firm:

Address:

## Request for Proposals: High Impact Training Boot-camp

### 4.2 Financial proposal - Submission Acknowledgement

(Location, Date)

(Name and address of Client).

Dear Sir / Madam,

We, the undersigned, offer to provide HIGH IMPACT TRAINING BOOT-CAMP in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals) of dated: \_\_\_\_\_. Our attached financial proposal is attached on the provided format.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

(Authorized Signature)

Name and Title of Signatory:

Name of Firm:

Address:

## Request for Proposals: High Impact Training Boot-camp

### 4.3 Financial Proposal Form

Financial Quote must be submitted as per following sample Financial Proposal Template:

No.	Service / Item	Price (PKR)	Applicable Taxes	Total Price (PKR)
1	Trainer Charges			
2	Training Material			
3	Travel & Logistic			
4	Licensing LMS & Course Work			
5	Bootcamp Management			
6	Any other costs			

## Request for Proposals: High Impact Training Boot-camp

### 4.4 General Information Form

All individual firms and/or each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to form a JV, the following information should also be supplied for the JV Partner(s), together with the information in Forms 4.5.2, 4.5.3, 4.5.3a, 4.5.4, and 4.5.5. Joint Ventures must also fill out Form 4.5.2a.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners <sup>1</sup>		
Name		Nationality
1.		
2.		
3.		
4.		
5.		
<sup>1</sup> / To be completed by all owners of partnerships or individually owned firms.		

This information may not be available from the Bootcamp company.

## Request for Proposals: High Impact Training Boot-camp

### 4.5 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture:

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Invitation to Bid clauses explicitly permit experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities only)		
Year <sup>1</sup>	Turnover	US\$ equivalent
1.		
2.		
3.		
4.		
5.		
<sup>1/</sup> Commencing with the partial year up to the date of submission of bids		

## 4.6 Bidding Firm's Project References

[Relevant services carried out in the past that best illustrate qualifications]

Assignment Name		Country	
Name of Client:		Total No. of delivery Locations (List may be attached)	
Industry			
Address:			
Start Date (Month/Year)		Approx. Value of Contract (in currency):	
Completion Date (Month/Year)			
Items/Services Supplied			Quantity
Narrative Description of Project:			

## 4.7 Joint Venture Summary

Names of all partners of a Joint Venture

1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. Etc.

Total value of annual turnover, in terms of Information System billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; PKR)					
Partner	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge					
2. Partner					
3. Partner					
4. Partner					
5. Partner					
6. Etc.					
Totals					

**4.8 Particular Systems rollout Experience Record**

Name of Bidder or partner of a Joint Venture
--

On separate pages, using the format of Form 4.5, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period. Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.



## 4.9 Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture:

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	<p>Contract role (check one)</p> <p><input type="checkbox"/> Prime Supplier</p> <p><input type="checkbox"/> Management Contractor</p> <p><input type="checkbox"/> Subcontractor</p> <p><input type="checkbox"/> Partner in a Joint Venture</p>	
6.	<p>Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)</p> <p>_____</p> <p>Currency                      Currency                      Currency</p>	
7.	<p>Equivalent amount US\$ _____</p> <p>Total contract: \$ _____;      Subcontract: \$ _____;      Partner share: \$ _____;</p>	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and US\$ amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

## 4.10 Personnel Capabilities

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided:

Professional Staff					
Name of Staff	CNIC No	Firm	Area of Expertise	Position Assigned	Task Assigned

#### 4.11 Summary Sheet: Current Contract Commitments / Work in Progress

NOT APPLICABLE

Name of Bidder or partner of a Joint Venture:

Bidders and each partner to an Joint Venture bid 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.

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## 4.12 Financial Capabilities

Name of Bidder or partner of a Joint Venture:

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the Evaluation Criteria. Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in PKR	Actual:  Previous five years					Projected:  Next two years	
	5	4	3	2	1	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
Revenue							
5. Profits before taxes							

## Bid Documents – Ministry of IT – ILAS System Rollout

6. Profits after taxes							
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Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements — including, as a minimum, profit and loss account, balance sheet, and explanatory notes.

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.

#### 4.13 Candidate Summary

Name of Bidder:
-----------------

Position		Candidate	
		Prime	Alternate
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present Employer	

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

#### 4.14 Technical Capabilities

Name of Bidder:
-----------------

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

#### 4.15 Litigation History

Name of Bidder or partner of a Joint Venture:

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)



#### 4.16 DECLARATION on OATH

[*Name of the Seller/Supplier*] hereby solemnly declares its intention not to obtain or induce 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 practices.

Without limiting the generality of the foregoing, [*the Seller/Supplier*] represents and warrants that it has fully declared the brokerage, commission, fees 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, Vendor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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.

[*the Seller/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, representation or warranty.

[*the Seller/Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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, [*the Seller/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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*the Seller/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.

#### 4.17 GENERAL DECLARATION

(To be filled/signed/stamped by the prospective bidder i.e. Principal and by the Local Agent on their Letter Head)

The Prospective Bidder will have to certify that;

- Their Firm / Company / Local Agent with current or any other title & style has not been involved or litigating in any manner or kind of litigation with Ministry of IT
- Wrong declaration to above fact will be liable to legal proceeding s including but not limited to confiscation of Bid Bond / Performance Bond & Blacklisting of Firm (the Principal) and also Local Agent

Sign / Name : \_\_\_\_\_

Principal's Name / Address: \_\_\_\_\_

\_\_\_\_\_

Designation: \_\_\_\_\_

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

Stamp: \_\_\_\_\_

Sign / Name: \_\_\_\_\_

Local agents Name / Address: \_\_\_\_\_

## 5 BID SECURITY DOCUMENTS NOT APPLICABLE

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### 5.1 BID SECURITY (BANK GUARANTEE)

\_\_\_\_\_  
[insert: **Bank's Name, and Address of Issuing Branch or Office**]

**Beneficiary:** [insert: **Name and Address of Purchaser**]

**Date:** [insert: **date**]

**BID GUARANTEE No.:** [insert: **Bid Guarantee Number**]

We have been informed that [insert: name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert: bid date] (hereinafter called "the Bid") for the execution of [insert: name of contract] under Invitation for Bids No. [insert: IFB number].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] ([insert: amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or
- b) having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[Signature(s)]

[Note to Bidders: Instructions on amount and currency can be found in the Section 2.15 and 2.16. Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same section.]

## 5.2 BID SECURITY (BID BOND)

### BOND NO.:

BY THIS BOND, [insert: **name of Bidder**] as Principal (hereinafter called “the Principal”), and [insert: name, legal title, and address of surety], authorized to transact business in [insert: name of Purchaser's country], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name of Purchaser] as Oblige (hereinafter called “the Purchaser”) in the sum of [insert amount of Bond in currency, figures and words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_, 20\_\_, for the execution of [insert: **name of contract**] (hereinafter called “the Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) withdraws the Bid (or any parts of it) during the period of the Bid's validity specified in the Bid Submission Form, or any extension of the period of the Bid's validity the Principal subsequently agreed to, notice of which to the Surety is hereby waived; or
- b) having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid's validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has/have occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid's validity.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

[add Corporate Seal(s) (where appropriate)]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Printed name and title]

\_\_\_\_\_  
printed name and title]

## Bid Documents – Ministry of IT – ILAS System Rollout

[Note to Bidders: Instructions on amount and currency can be found in the Section 2.15 and 2.16. Joint Ventures need to also ensure that their Bid Bond meets the requirements for Joint Ventures as provided in the same section.]