





# **Request for Proposal (RFP)**

for

# IT INDUSTRY READINESS BOOTCAMP

December 2021

PAKISTAN SOFTWARE EXPORT BOARD MINISTRY OF INFORMATION TECHNOLOGY GOVERNMENT OF PAKISTAN





# PSEB Exponentiation

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## 1. INTRODUCTION TO PSEB

Pakistan Software Export Board (PSEB) is an entity under the Ministry of IT & Telecom mandated to act as one stop shop on behalf of Government of Pakistan and ensuring of sustainable growth, development of the industry and enhancing of IT & ITeS exports. One of the objectives of PSEB is availability of skilled resource equipped with latest technologies for the IT Industry. In order to help increase the employability and to fill the supply gap for industry-ready skilled resource, PSEB under the guidance of Ministry of IT and consultation with IT Industry is initiating a series of HR development program, one of the said programs is equipping of the IT professionals and ICT & Non-ICT graduates with latest technologies by the ICT Industry Professionals which will help in enhancing the number and quality of HR workforce available to Pakistan IT & ITeS industry.

## 2. INTRODUCTION TO THE PROGRAM

The objective of the program is to equip IT professionals and ICT & Non-ICT graduates in Karachi, Lahore and Islamabad/Rawalpindi with the latest IT industry skills required to fill the shortage of skilled resources. Candidates/trainees of any city of Pakistan can participate in anyone training of their interest, subjected to meeting the pre-requisites of that training which may include an admission test.

Given the scale and the scope of the project, multiple entities must form consortiums/ joint ventures which may be comprised of IT companies/IT industry firms/IT-related organizations/software houses/IT industry associations (duly registered with respective authorities under the laws of Pakistan) to participate in the tender.

IT companies/IT industry firms/IT-related organizations/software houses/IT industry associations that possess the ability, capability, and capacity to train and successfully deliver the proposed courses/trainings mentioned under deliverables within the agreed timeline, are invited to submit their proposals to PSEB in response to this tender as consortiums/joint ventures.

## 3. <u>DELIVERABLES</u>

## 3.1 Trainers & Trainings

Under this program, approximately 4,000 IT professionals and ICT & Non-ICT graduates will be trained on the latest IT industry-demanding technologies. The training venues must be in Karachi, Lahore and Islamabad/Rawalpindi but the candidates can be from any city of Pakistan.







Provide highly qualified IT professionals to train the candidates enrolled on the following software development platforms, cloud platforms, software technologies & frameworks or other relevant skills:

- Group-I MERN Stack Development 300 hours of training
- Group-II Web Engineering (Option 1: PHP Core with Laravel, Option 2: Java with Spring, Option 3: .NET with MVC) -300 hours of training
- Group-III Cloud Solution Architecture 300 hours of training
- Group-IV SQA (Option 1: Selenium, Option 2: Test Complete) 300 hours of training
- Group-V Mobile App Development (Option 1: Flutter, Option 2: REACT Native, Option 3: Java for Android, Option 4: iOS Objective C & Swift)

The trainees can opt only one option in case of group# II, IV or V. The trainers must possess the required professional experience as mentioned in Evaluation Criteria table section 4. The project awardee shall ensure the replacement of any trainers who is unable to attend the scheduled class/lab.

## 3.2 Classrooms and Computer Labs

Provide well-equipped classrooms and computer labs in Karachi, Lahore and Islamabad/Rawalpindi cities. Maximum number of simultaneous trainees per classroom must be limited to a maximum of 50 trainees. Maximum number of simultaneous trainees per computer lab must be limited to a maximum of 50 trainees, with a computer to trainee ratio of 1:1.

The classrooms and computer labs facilities, including computers, must be in conditions fit and suitable for the mentioned trainings. PSEB reserves the right to reject any of the classrooms or computer labs that it deems unfit for the purpose, in such a case the bidder must provide an acceptable alternate. The project awardee must take all steps to ensure safety and sanctity of female project staff and trainees.

## 3.3 Course Content and Stationery Material

Provide course contents for the course mentioned under clause#3.1. This shall also include the stationery required by the trainees/candidates and trainers in the classrooms.

The course content, once procured by PSEB under this program, will be considered PSEB's property outright, without any limitations of licensing, intellectual property rights, number of re-use, medium of delivery, location, or period of ownership. However, the project awardee would be entitled to use these contents for its future programs.

## 3.4 Subscription cost for Learning Management System (LMS) Service

The bidder must quote for the subscription cost for the service of Learning Management System, the same shall be deployed and delivered in-line with proposed training material. The trainees shall be able to access the training material through the LMS service during the delivery of the program, and shall be able to access the same upto 6 months after the end of the program.







## 3.5 Trainees

To train approximately 4,000 IT professionals, and ICT & Non-ICT graduates (graduates must have graduated in 2017 or later) on technologies & frameworks as mentioned under clause#3.1.

This will be the responsibility of the Consortium/JV to take all best possible measures to find and select the prospect trainees. The plan to select prospect trainees shall be the part of proposal. The prospect trainees shall be selected through an online exam/test system and the trainee must score at least 50% marks to be admitted to the program. The bidders shall include the conducting and evaluating the online entry assessment exam in the project costing.

The training classes of these courses will be distributed in Karachi, Lahore and Islamabad/Rawalpindi for trainees as mentioned below:

Sr #	Name of Station	MERN Stack Development	Web Engineering	Mobile app development	Cloud Solution Architecture	SQA	Total
1	Karachi	500	300	200	200	200	1400
2	Lahore	500	200	200	200	100	1200
3	Islamabad/ Rawalpindi	500	300	200	200	200	1400
Total							4000

Based on the availability of the funds, demand from the industry and/or availability of the trainees, PSEB reserves the right to change the number of the trainees for any of the above listed courses and stations.

These trainings are to be executed at the well-equipped training facilities, using the classrooms and computer labs of respective venues.

## 4. PROJECT DURATION.

- a. This project aims to train IT professionals, and ICT & Non-ICT graduates (graduates must have graduated in 2017 or later) in Karachi, Lahore and Islamabad/Rawalpindi during a maximum time span of 04 months (ideally starting in February 2022 and ideally ending within May 2022time frame).
- b. The deliverables include 300 hours of trainings for each of the trainee in their respective course, as mentioned in clause #3.1.
- c. Delivery period may be extended in case of events beyond the control of project awardee and PSEB. The project awardee shall inform in writing to PSEB of any such event and may request for extension in delivery period at least 3 weeks prior to the expiry of delivery period otherwise the request for extension will not be accepted. The request for extension in the delivery period shall be served with proper justification.





## 5. <u>PAYMENTS</u>

Sr. No.	Work to complete	Payment Percentage
1.	Mobilization advance (against unconditional bank guarantee)	20%
2.	Submission of Project Plan and Training Resource Mobilization	10%
3.	Completion of 33% training course	20%
4.	Completion of 33% training course	20%
5.	Completion of 34% training course	20%
6.	Completion of Training and end of program and contract	10%

- a. If requested by the project awardee, 20% mobilization advance to be paid upon signing of the agreement and project awardee shall submit an un-conditional bank guarantee equivalent to the amount of 20% mobilization advance before the release of mobilization advance.
- b. 5% of the total agreed value of the project shall be submitted as a performance guarantee by the Project Awardee at the time of award of contract. The performance guarantee should be in the form of Bank Guarantee/Bank draft/pay order with validity at least for one calendar year from the date of its issuance.
- c. The performance guarantee will be released as governed by the agreement between PSEB and the project awardee, upon submission of a request from the project awardee and PSEB's completion certification/sign-off document.
- d. Trainees attending at least 80% of the total training hours against each of their respective course, as mentioned under clause 3.1, shall be considered as successfully delivered training.
- e. The payment modalities will be finalized between PSEB and the successful bidder under the contract.

## 6. DOCUMENTS REQUIRED

The bid/proposal must comprise the following documents duly numbered with proper annexures.

- a. Consortium/Joint Venture Agreement with nomination of lead partner.
- b. A concise profile of each of the consortium/Joint Venture member companies.







- c. Valid Certificate of incorporation of Company/Firm/Association under the relevant laws of Pakistan for each of the consortium/Joint Venture member companies.
- d. Valid and active Income Tax Registration of each of the consortium/Joint Venture member company.
- e. Valid and active sales tax registration of each of the consortium/Joint Venture member company from either provincial or federal revenue boards/authorities.
- f. Submission of undertaking on legal valid and attested stamp paper of Rs. 100/- by the lead consortium/Joint Venture partner that no consortium/Joint Venture member firm is blacklisted by any of the provincial or federal government departments, agency, organization or autonomous body anywhere in Pakistan.
- g. Proof of annual IT export revenue of last 02 years for at least 80% of the member companies of the consortium/Joint Venture.
- h. Audited financial statements of each of the member firms of a consortium/Joint Venture to ascertain the annual revenues of the member firms.
- i. Any other document which the applicant deems appropriate to support its proposal for qualification.
- j. Technical Staff details as per Annex-I.

## 7. CORRUPT OR FRAUDULENT PRACTICES BY BIDDER.

Any type of corrupt or fraudulent practices or provision of any false information by the bidder will lead to disqualification of the bid and confiscation of the bid security regardless of the price and quality of the product.

## 8. <u>SUBMISSION OF BIDS:</u>

- a. A single-stage two envelope bidding process will be followed. The technical and financial bids shall be in English language and must be provided in separate sealed envelopes. The technical bid envelope should be marked with **"Technical Proposal for IT Industry Readiness Bootcamp"** containing technical proposal only (without prices) along with soft copy of the proposal in USB drive. The financial proposal shall be marked with **"Financial Proposal for IT Industry Readiness Bootcamp"** containing financial proposal for IT Industry Readiness Bootcamp" containing financial proposal for IT Industry Readiness Bootcamp" containing financial proposal for IT Industry Readiness Bootcamp" containing financial proposal, soft copy in USB drive and 2% earnest money of the total cost of the project. Bids must be delivered through courier or dropped at the PSEB office. The 2% earnest money of total value of quoted bid in the shape of Bank Draft / Pay Order shall be in the favor of "Pakistan Software Export Board" and shall not be disclosed in Technical Proposal in any manner.
- b. The technical and financial bids shall be enclosed in an envelope marked with "Proposal for IT Industry Readiness Bootcamp" and clearly mentioned that "Do not open before January 14, 2021 at 3:00 pm PST"
- c. The complete Bid documents shall be submitted on or before **January**







## 14, 2022, at 03:00 pm.

- d. Technical bids only will be opened on the same day at 03:30 pm at below mentioned address in the presence of vendors/bidders or their authorized representatives who desire to attend the bid opening session. The financial bids will be opened only of those bidders who qualifies in technical proposals evaluation. The opening of financial bids will be notified separately once technical evaluation has been completed. Please note that submission date and time will be strictly adhered, and it will be bidders' responsibility to ensure the submission of bid at given date and time.
- e. Quoted prices must remain valid for acceptance up to 90 days from the date of its opening. Quoted prices should be in Pak Rupees and inclusive of all applicable taxes.
- f. Prices quoted without any tax remarks will be treated as inclusive of all applicable taxes. Any change in Government duties or taxes shall be borne by the successful consortium/Joint Venture.
- g. The consortium/Joint Venture selected for the award the contract shall have to submit 5% of total amount as Performance Bond. The performance bond shall be in the shape of Bank Guarantee/Bank Draft / Pay Order in the favor of **"Pakistan Software Export Board"**
- h. The representative of the bidder shall bring an authority/nomination letter on company's letterhead for attending the financial bid opening.

## 8.1 Withdrawal of Bid.

The bid security will be forfeited if a bidder withdraws the bid after the deadline of bid submission or during the period of bid validity or in the case of a successful bidder fails to sign/accept the Purchase Order/Contract.

## 8.2 Rejection of Bid.

- a. Bids not sealed as per the instructions under clause#8(a&b).
- b. Bid security has not been submitted as per clause#8(a).
- c. Incomplete, conditional, or optional bids will be rejected forthwith.
- d. Bids received after due date & time will not be accepted.
- e. Bids failing to meet the eligibility / evaluation criteria.
- f. Any noncompliance to the terms and conditions of bidding documents.
- g. Company shall be disqualified if financial figures are mentioned in the technical proposal.

## 8.3 Performance of Bidder

- a. PSEB performance monitoring team will be continuously monitoring the satisfactory delivery of the project.
- b. PSEB reserves the right to confiscate the performance guarantee of the project awardee, if the number of trainees with un-successfully delivered trainings (trainees not completing at least 80% of the training hours) increase beyond 25% of the total enrolled trainees in the program.







- c. In case of poor performance of the individual trainer as evaluated by PSEB performance monitoring team, the project awardee shall provide the replacement of the same within fifteen days, failing to do so will be considered as an Unattended Complaint.
- d. In case of three (3) absences of the individual trainer from the scheduled training sessions, the project awardee shall provide the replacement of the same within five working days of the 3<sup>rd</sup> absence, failing to do so will be considered as an Unattended Complaint.
- e. PSEB will issue a Poor Performance Certificate to project awardee in case of three Unattended Complaints. PSEB reserves the right to confiscate the performance bond of the project awardee in case of issuance of five (05) Poor Performance Certificates.

## 9. EVALUATION CRITERIA

The evaluation shall be carried out keeping in view the following criteria:

- a. The weightage of Technical Proposal = 80%.
- b. The weightage of Financial Proposal = 20%

## 9.1 <u>Technical Evaluation Criteria</u>

The bidding Consortium/Joint Venture securing 70% or more scores will be considered as technically responsive and subsequently selected for financial bid opening.

S. No.	Requirement	Status/ Marks	Documents/Evidence Required
1	Valid and active Income Tax Registration of each of the consortium/Joint Venture member company.	Mandatory	The firms shall provide copy of valid and active NTN certificate
2	Valid and active sales tax registration of each of the Consortium/Joint Venture member company.	Mandatory	Valid and active sales tax registration of each of the Consortium/Joint Venture member company from either provincial or federal revenue boards/ authorities
3	Participating firms having a valid PSEB registration (at least 60% of	Mandatory	The firms shall provide valid PSEB registration certificate

## Mandatory Criteria







	the Concertium/Joint Manture		 
	the Consortium/Joint Venture member companies)		
4	At least 80% of the Consortium/Joint Venture firms shall have minimum annual IT/ITeS exports of \$50,000 for each of the last two financial years as per the records of SBP.	Mandatory	The lead bidder of the Consortium/Joint Venture shall provide proof of IT exports.
5	A certificate that any firm/company/organization/associ ation which is part of the Consortium/Joint Venture, is/are not blacklisted by any Government Department, or public sector organization in Pakistan.	Mandatory	The lead bidder of the Consortium/Joint Venture shall provide undertaking on Rs. 100 stamp paper.
6	At least 80% of the Consortium/Joint Venture firms must be in operations of IT/ITeS business for the <b>last three (03)</b> <b>years.</b>	Mandatory	The Consortium/Joint Venture member firm shall provide proof of date of its establishment like copy of registration with a competent authority of either federal or provincial for doing IT/ITeS Business.
7	Minimum number of technical professionals available to execute trainings under this project = 80 trainers	Mandatory	Provide details in annexure-l
8	Accumulated annual revenues of the Consortium/Joint Venture shall not be less than PKR 500 million for each of the last 02 years.	Mandatory	<ol> <li>Audited financial statements, in case of companies and/or</li> <li>Firm's accounts duly verified by CEO of the Firm accompanied by Income Tax return, in case of AoPs/ sole proprietors / firms</li> <li>of the each of the Consortium/Joint</li> <li>Venture member</li> </ol>







9	Consortium/Joint Venture have presence across all the (03) cities; Karachi, Lahore Islamabad/Rawalpindi.		Mandatory	company/ firm/ organization shall be submitted with a technical proposal. Undertaking by the Consortium/Joint Venture members regarding presence in the mentioned city/cities.
Evalu	uation Criteria			
1	Financial Position Revenue Slabs Annual accumulated revenue of the Consortium/Joint Venture more than PKR 900 million and up to PKR 1000 million or more Annual accumulated revenue of the Consortium/Joint Venture more than PKR 800 million And up to 900 million Annual accumulated revenue of the consortium/Joint Venture PKR 700 million and up to 800 million	Marks 50 30 20	50 Marks	Audited financial statements, in case of companies and/or Firm's accounts duly verified by CEO of the Firm accompanied by Income Tax return, in case of AoPs/ sole proprietors/firms of the each of the Consortium/Joint Venture member for the last 02 years shall be part of the proposal. Accumulated audited financial position of the Consortium/Joint Venture for each of last 02 years will be considered and evaluated.
2	Number of companies in consortium/Joint Venture 1 Consortium/Joint V Member Company = 1 Mark.		50 Marks	The bidders shall provide concise profiles of each of the Consortium/Joint Venture member companies.











## 9.2 Financial Bid Evaluation Criteria

The financial bids of only technically qualified bidders companies will be opened. The pricing shall include all applicable taxes, rates, duties, tolls, fees etc.

The evaluation of financial bids will be calculated as follows:

- The weightage of financial proposal is 20% in total score.
- The financial weightage will be calculated by the formula as given below:

= (lowest bid/bid offered) \*20

The score achieved by a bidder will be aggregated as follows:

Total score obtained by a bidder = Technical weightage + Financial weightage

The contract shall be awarded to the bidder who achieved the maximum points from Total Score and shall be considered a **Most Advantageous Bidder**. The trainings shall be delivered in Karachi, Lahore and Islamabad/Rawalpindi. PSEB will not make ANY payments not quoted in the bid. Please use Annexure-II to develop financial proposal.

The refreshment shall include one meal per day per trainee, per session.

The quality of refreshment shall be of acceptable standard and must be hygienic

## 10. GENERAL TERMS AND CONDITIONS.

- a. There shall not be more than 50 trainees per classroom.
- b. Ratio between the lab computers and the trainees attending the lab simultaneously must be 1:1.
- c. In case the selected bidders do not accept the Purchase Order/Contract, their bid security will be confiscated, and a poor performance certificate will be issued to vendor.
- d. In case there is a difference between the unit price and total price for any items quoted in the bid, the unit price of that/those items shall prevail and decision of PSEB in this regard shall be final.
- e. Total prices must conform to the individual prices of all the items quoted and delivered.
- f. The quoted price will be considered inclusive of all overhead costs (seen or unforeseen), required for the successful delivery of the project.
- g. Participating vendors are requested to avoid from all overt & covert activities that shall create any doubt that leads towards ambiguity in the tendering process and tender opening session.
- h. The successful Consortium/ Joint Venture will sign Integrity Impact with PSEB (draft attached as **Annex-III**).
- i. PSEB 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.
- j. PSEB 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, 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 PSEB.

k. If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, PSEB 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).

## 11 CHANGE OF SCOPE

At any time prior to the deadline for submission of bids, PSEB 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, PSEB may, at its discretion, extend the deadline for submission of bids, in which case PSEB will notify all the bidders.

## 12 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 (including operational disruptions due to government imposed COVID-19 restrictions), landslides, earthquakes, fires, storms, lightning, flood, washouts, government imposed restrictions due to environmental hazards, civil disturbances, explosion, Governmental 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 PSEB in writing of such conditions and the cause thereof. Unless otherwise directed by PSEB 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.

## 13 <u>BIDDER'S QUERIES.</u>

Any queries by the Bidders must reach to Manager Administration & HR PSEB, either through email or postal at the already mentioned address, at least five (5) working days before the deadline of the bid submission, otherwise PSEB will not be liable to respond.

## 14 PRE-BID MEETING

A pre-bid meeting will be held on **December 16, 2021 at 11:00** am to address the queries of intended bidders. Please use following link to join pre-bid meeting.

https://us06web.zoom.us/j/86447326885?pwd=RlJCdUdRM01ib0RiemE1Q Xp5Z1BIQT09

## 15 POINT OF CONTACT. (e-mails)

To: <u>rarif@pseb.org.pk</u> Copy to: oarshad@pseb.org.pk

## 16 BID SUBMISSION AND OPENING ADDRESS.

Manager Administration & HR

Pakistan Software Export Board 2<sup>nd</sup> Floor, Evacuee Trust Complex, F-5/1, Islamabad







Annexure-I - IT Industry Readiness Bootcamp

List	List of Trainers									
Sr#	Name of Trainer	CNIC	Mobile Number	Email	Qualification	Certification (if any)	Company associated with	Years of Experience	Area of Expertise	LinkedIn Profile link
1										
2										
3										
4										

Please add as many records as required. The links to the linked-in profiles are mandatory.





#### Annexure-II - Format of Financial Bid

Cost offered below will be considered as inclusive of all type of charges and taxes. It will also be inclusive of all type of supplies and services required as per tender documents. The cost of training shall be quoted on per trainee basis, and must include the <u>cost of trainers, classrooms</u>, <u>computer labs</u>, venues, cost of conducting and evaluating entry tests as per following format:

Sr.	Name of item	No. of	Cost of Training / Trainee PKR.				Total Cost PKR.
No	Name of item	Trainees	Duration	Cost/Trainee	GST	Unit Cost including GST	
1.	MERN Stack Development training	1500	300 hours of training per trainee				
2.	Web Engineering training	800	300 hours of training per trainee				
3.	Cloud Solution Architecture training	600	300 hours of training per trainee				
4	Mobile app development training	600	300 hours of training per trainee				
5	SQA training	500	300 hours of training per trainee				
6.	Stationery, and course content per student	4000	for entire length of the program				
7	Subscription cost for Learning Management System service	4000	During entire length of the program, and upto 6 months after the completion of the program				
8.	Refreshment for each student for every scheduled training session	4000	for entire length of the program				
	GRAND	FOTAL					

Note: Based on the availability of the funds, demand from the industry and/or availability of the trainees, PSEB reserves the right to change the number of the trainees, and other listed items for any of the above listed courses and stations.

Authorized Signature/Stamp

Date\_\_\_\_\_





## Annexure-III - Integrity PACT

#### (To be submitted on Legal Stamp Paper for successful bidder only) Affidavit

Tender Number: \_\_\_\_\_

Date: \_\_\_\_\_ Tender Value: \_\_\_\_\_

Tender Title:

[name of Firm] hereby declares that it has not obtained or induced the procurement of any contact, 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 Purchaser through any corrupt business practice.

Without limiting the generality of the foregoing, [name of firm] 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 its affiliate, agent, associate, broker, consultant, 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 contact, right, interest, privilege or other obligation or benefit in whatsoever form from Purchaser, except that which has been expressly declared pursuant hereto.

[The Firm/Contractor] 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Firm/Contractor] 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/ support. 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 the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Firm/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Firm/Contractor] 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 the Purchaser

Authorized Signature & Stamp

Subscribed and sworn to me this\_\_\_\_\_. Day of \_\_\_\_\_20\_\_\_\_ Verified by the Notary Public





Annexure-IV - Undertaking for Bidders

## (To be Provided on Judicial Stamp Paper)

It is hereby solemnly confirmed that the undertaking is submitted in respect of PSEB's tender titled "IT Industry Readiness Bootcamp".

## a. <u>Declaration</u>

It is to certify that I have read, clearly understood, and agreed upon to all the terms and conditions mentioned in the tender documents. Further, I certify that all of the information provided e.g. (certificates, etc.) in our bid is true and accurate and genuine. If at any stage the information provided is found to be false than I/We and my firm shall be held accountable, and our bid shall be rejected.

## b. <u>Statement for Non–Blacklisting</u>

I, \_\_\_\_\_\_\_\_ s/o Mr.\_\_\_\_\_\_, Designation of M/s \_\_\_\_\_\_ holding CNIC #\_\_\_\_\_\_\_ hereby confirms that our firm/company is not blacklisted by any Ministry / Division / Department of the Government / Semi government / Autonomous body of Federal or Provincial Government in Pakistan.





## Annexure-V - Format for Performance Security Bond

PERFORMANCE BOND GUARANTEE Date\_\_\_\_

To: Pakistan Software Export Board (PSEB) 2<sup>nd</sup> Floor, Evacuee Trust Complex, F-5/1 Islamabad.

SIR,

- 1. Bank Guarantee Number:
- 2. Contract/Purchase Order No:
- 3. Name of Guarantor:
- 4. Address of Guarantor:
- 5. Amount of Guarantee in relevant currency:
- 6. Amount in words:
- 7. Date of Expiry of Guarantee:

Whereas your good self-have entered into Contract/Purchase Order No. with (vendor name with address) of hereinafter referred to as our customer and that one of the conditions of the Contract/Purchase Order is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of (Amount in figure and words). In compliance with this stipulation of contract/Purchase Order, we hereby agree and undertake as under: -

- a. To pay you unconditionally on demand and/or without any reference to our customer an amount not exceeding the sum of Rs/or relevant currency (amount in figure) as would be mentioned in your written Demand Notice.
- b. To keep this Guarantee in force till (expiry date).
- c. That we shall inform your office regarding termination of the validity of this Bank Guaranty one clear month before the actual expiry date of Guarantee.
- d. That with the consent of our customer you may amend/alter any term/clause of contract/Purchase Order or add/delete any term/clause to/from this contract/Purchase Order without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guaranty which shall be limited only to Rs/or relevant currency (Amount in figure and words).
- e. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor. That this is unconditional

Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor. Bank Guarantee will not be released unless No Objection Certificate (NOC) is provided by Headquarter PSEB Procurement Department.

Authorized Signature/Stamp Date\_\_\_\_\_