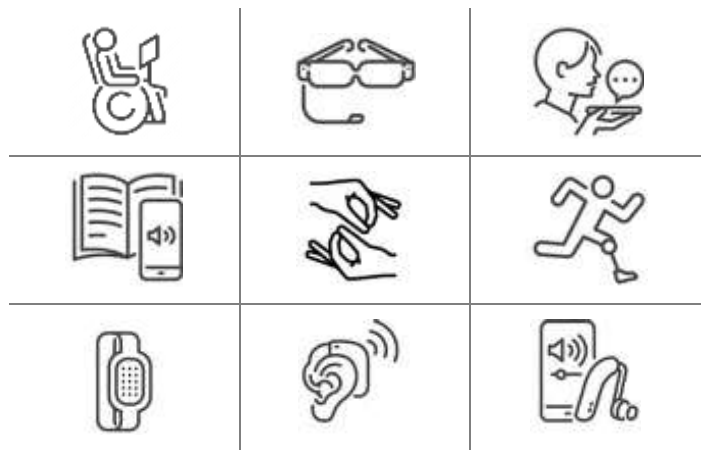


Request for Proposal (RFP)

Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities



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List of Abbreviations

CD	Compact Disc
Co-PI	Co-Principal Investigator
DVD	Digital Versatile Disc or Digital Video Disc
ICT	Information and Communication Technologies
IT	Information Technology
ITeS	Information Technology enabled Services
LoA	Letter of Award
NTN	National Tax Number
PI	Principal Investigator
PIO	Principal Investigator's Organization
PPRA	Public Procurement Regulatory Authority
R&D	Research and Development
RFP	Request for Proposal
SEED	Solicitation, Engagement & Evaluation Department
ToR	Terms of Reference



**PART – A: DEFINITIONS, INSTRUCTIONS
& INFORMATION FOR BIDDERS**

1 Mandatory Eligibility Criteria Checklist

Before the Bidders submit their Proposals, within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. In case of bids being submitted as Consortium / Joint Venture (JV), Lead Bidder’s documents will be evaluated against Mandatory Eligibility Criteria. **These requirements must be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification:**

#	Mandatory Eligibility Criteria Checklist	Mark ✓ / X
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate	
3.	Proof of GST Certificate	
4.	Proof of FTN Certificate / Tax Exemption Certificate (<i>for public sector entity</i>)	
5.	In case of bid being submitted as consortium/Joint Venture (JV), attach consent letter of each partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
7.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer’s list serial number (Active Taxpayers List (ATL) is downloadable from FBR’s website) is also to be mentioned.	
8.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name “TECHNICAL PROPOSAL – Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities”</u></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy must be submitted with one soft copy of the original technical proposal in flash disk. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>A bank guarantee equal to one percent (1%) of the quoted bid price, sealed in a separate envelope and marked as “Bank Guarantee”.</p>	
9.	<p><u>Envelope #2 shall clearly bear the name “FINANCIAL PROPOSAL – Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities”</u></p> <p>Financial Proposal in hard copy must be submitted with one soft copy of the same in flash disk. Soft copy must be in MS-Excel format. (The hard copy and</p>	

#	Mandatory Eligibility Criteria Checklist	Mark ✓ / X
	soft copy of Financial Proposal must be sealed in Envelope # 2 and should not be part of Technical Proposal in any form).	

Note: Bidders are required to submit *filled, signed and stamped copy of the above checklist* along with the Proposal.

2 Definitions

In this Request for Proposal (RFP) document, unless the context provides otherwise:

Bidder	A firm, agency or party or consortium which will submit proposal in response to this RFP
Company	Ignite, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at TF Complex, G-9/4, Islamabad, Pakistan
Consortium /Joint Venture	Consortium is an association of more than one legal entity, which have come together to jointly respond to the RFP. A Joint Venture is an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/join venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
Date of Issue	The date on which the RFP titled “ <i>Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities</i> ” is issued by Company to solicit bids from potential bidders
Draft Funding Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure B)
Terms of Reference (ToR)	The description of formal work & activities under the “ <i>Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities</i> ” to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company
Successful Bidder	A bidder who has been awarded the contract pursuant to the RFP titled “ <i>Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities</i> ” and who shall be responsible for carrying out the study as per the requirements laid down in this document and in contract
Lead Bidder	The lead bidder is the lead entity, in case of consortium or joint venture that is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.

2.1 Ignite

Ignite, hereafter referred to as the “Company” has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the Companies Act, 2017 (former Companies Ordinance 1984) by the Ministry of IT & Telecom, Government of Pakistan. The Company is mandated to fund research and development in Information and Communication Technology (ICT), and its commercialization, with the mission to transform Pakistan’s economy into knowledge-based economy. Further information about the Company is available at <http://www.ignite.org.pk>.

3 Instructions for Bidders

This document contains all the information pertinent to this solicitation, and governs the preparation and submission of Proposals. The technical & financial forms to be filled by Bidder for this assignment are annexed with this RFP document. Proposals must be submitted by the deadline stipulated in this RFP, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the section titled **Instructions and Information for Bidders**. Proposals will be evaluated by bid evaluation committees constituted by the Company. Selection of Bidders will be on Quality and Cost Based Selection methodology as provided in the Bidding Document.

4 Bidding Document

4.1 Contents

The Bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the Bidder’s risk and may affect the evaluation of the Proposal. Proposals that do not comprehensively address the ToR and other requirements may be rejected. Inability to comply with applicable instructions, general conditions of contract, terms and specifications may lead to rejection of Proposal.

Submission of Technical and Financial Proposals against RFP document means in principle acceptance of attached Draft Agreement by the Bidder. During negotiations with successful Bidder only minor changes, proposed by the Bidder, can be made in the attached agreement. Company reserves the right to accept or reject any proposed changes by the successful bidder. Company reserves the right to make changes to the draft contract in order to ensure better & smooth implementation of the project.

After issuance of letter of acceptance, the successful Bidder is expected to sign the agreement as soon as possible. If successful Bidder is not responsive and does not sign the agreement within a reasonable time, maximum one (1) month after issuance of the letter of acceptance, the Company reserves the right to terminate and nullify the bid award.

In the event of non-compliance with the ToR of the RFP document and obligations contained in the funding agreement, the Company may terminate the funding agreement by providing one (1) month’s written notice to the successful bidder without any further obligation or compensation on the part of the Company.

5 Preparation of Proposal

5.1 Language of the Proposal

Proposals prepared by the Bidders and all correspondence and documents relating to the Proposal exchanged between the Bidders and the Company shall be in writing and in English Language, except where otherwise specified.

5.2 Proposal Currency

All prices shall be quoted in Pakistani Rupees (PKR) and all payments will be made in Pakistani Rupees (PKR).

5.3 Period of Validity of Proposal

Proposals shall remain valid for 180 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, Company may solicit the Bidder's consent to an extension of the period of validity without any material changes in the Bidding Document.

5.4 Supporting Documents

While preparing the Technical Proposal, the Bidder shall ensure that it provides the Company with documentary evidence. Bid evaluation committees will evaluate proposals solely on the basis of documentary evidence submitted in accordance with evaluation criteria described in this RFP.

5.5 Cost of Preparing Proposal

The Bidder shall bear all costs associated with or relating to the preparation and submission of their Proposal, and Ignite shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

5.6 Proposal Documents

The Proposal, in binder form, with serial number of each page should comprise the following:

Technical Proposal:

- a) Checklist (Mandatory Documents required with the Proposal) – Page 2
- b) Covering Letter – Form C1
- c) Firms/Bidders Profile – Form C2
- d) Relevant Experience of the Firm/Bidder – Form C3-A, C3-B
- e) Key Team Members - Form C4
- f) Separate Design Document, Proposed Plan and Methodologies of Deliverable 1-5 - Form C5
- g) Roles & Responsibilities of Consortium/JV Partners etc.– Form C6

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum ten of their most relevant/similar nature assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.

Team structure proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant Forms. CVs should provide details of projects undertaken and completed by the individual.

Financial Proposal:

Financial Proposal must consist of the following:

- a) Covering Letter – Form C7
- b) Summary of Cost – Form C8

Electronic form of Technical Proposal will also be provided in a separate flash disk, that will be included in the sealed envelope containing the written hard copy of Technical Proposal.

Electronic form of Financial Proposal in MS-Excel will be provided in a separate flash disk that will be included in the sealed envelope containing the written hard copy of Financial Proposal.

5.7 Taxes

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR.

5.8 Format and signing of Proposal

The Proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by Bidder's authorized person. The Proposals shall be clear and elaborate. Different parts of Proposals shall be separated using color separators, flags or tags.

Note: The Technical Proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the Proposal.

6 Submission, Receipt, and Opening of Proposal

- 6.1. Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure A.
- 6.2. The original Proposal shall contain no interlineations or overwriting. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form C1 & C7) in separate envelopes.
- 6.3. The Bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 6.4. Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.

- 6.5. Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 6.6. A bank guarantee equal to one percent (1%) of the quoted bid price, sealed in a separate envelope must be submitted.
- 6.7. One **flash disk** containing an electronic copy (labelled ‘Electronic Copy’) of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the flash disk containing Technical Proposal, the entire Proposal shall stand rejected.
- 6.8. The Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** followed by the name of the assignment **“Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities”** and the name of Bidder. Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment **“Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities”** and the name of Bidder, with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document, and the name of the Bidder, and clearly marked **“DO NOT OPEN BEFORE SUBMISSION DEADLINE”**. Company shall not be responsible for misplacement, losing or premature opening of the outer envelope if not properly sealed and marked as stipulated. Such negligence may result in rejection of the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Proposal.
- 6.9. The Proposal must be sent to the following address and received by the Company not later than the time and the date specified elsewhere in this Bidding Document:

Position:	Manager Procurement
Telephone:	+9251 910 7441 - 6 Ext. 135
Mobile:	+92306 199 1234
Fax:	+9251 910 7447
Email Address:	procurement@ignite.org.pk
Postal Address:	Ignite- National Technology Fund 3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad

- 6.10. Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.
- 6.11. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 6.12. Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable PPRA rules and the stipulations contained in this document.
- 6.13. Company shall open Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company and will be opened as per the tentative timeline specified elsewhere in this document.

6.14. Key Activities & Timeline

The tentative timeline set out herein represents the Company’s best estimate of the schedule that will be followed. If an activity contained in this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The tentative schedule of activities is as follows:

#	ACTIVITY/MILESTONE	TIMELINE
1	RFP Issuance	April 20, 2021
2	Deadline for receiving queries / questions	April 27, 2021 5:00 pm
3	Response to queries/questions related to RFP	April 30, 2021
4	Proposal Submission Deadline	May 7, 2021 11:00 am
5	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	May 7, 2021 11:30 am
6	Opening of Financial Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	May 31, 2021
7	Award of Contract	June 15, 2021

7 Evaluation and Award Process

7.1 Evaluation of Proposals

- 7.1.1. From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidder’s Proposal. However, the Company may contact the Bidder for seeking clarification of any aspect of Technical Proposal or demand any missing information.
- 7.1.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 7.1.3. Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

7.2 Evaluation of Technical Proposals

- 7.2.1. All grants are considered for funding on a competitive merit basis. A selection committee comprising of experts will evaluate the selection of grantees based on the prescribed

criteria, along with the technical strength of the applicant to ensure a successful and sustainable project. Funds will be provided to the successful individual as per defined payment schedule. The final reports should also include full audited financial details of expenditure incurred as part of the project. Ignite must be acknowledged in all publications/communications activities for the project.

- 7.2.2. During the technical evaluation no amendments in the Proposals shall be permitted. Each responsive Proposal will be given a technical score. If Proposal fails to achieve the minimum qualifying technical score indicated in the RFP document, it will not qualify for financial evaluation stage. Bidders who obtain at least 122.5 out of 175 marks (70%) in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.
- 7.2.3. Financial Proposals of those Bidders obtaining less than 122.5 marks out of 175 (70%) in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate Technical Proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Sub Marks	Total Marks
I.	Firm/Bidder Profile (Registered age, and Financial position) – (Form C2) 1. Registered Age (Lead Bidder) a. 7+ Years (5 Marks) b. 3 to 7 Years (3 Marks) c. Less than 3 Years (1 Mark) 2. Financial Position (Lead Bidder)	5 5	10
II.	Relevant & General Experience of the Firm/Bidder - (Form C3-A to C3-B) 1. Experience of developing RFPs for similar projects. a. 2 Marks per Local Project for maximum up to 10 Marks b. 2.5 Marks per International Project for maximum up to 10 Marks 2. Experience of developing general nature RFPs somewhat similar to scope outlined in this project. a. 2 Marks per Local Project for maximum up to 10 Marks b. 2.5 Mark per International Project for maximum up to 10 Marks	(20) 10 10 (20) 10 10	40
III.	Proposed Approach & Research Methodology, Understanding of the Terms of Reference, Proposed Timelines and Work Plan – (Form C5) 1. Proposed Methodology, Design & Project Plan a. Completeness in Understanding of Project Requirements & Terms of Reference	 25	100

#	Technical Evaluation Criteria	Sub Marks	Total Marks
	b. Proposed Research Methodology & Design, Approach & Project Execution Plan	25	
	c. Project Time Management Plan	20	
	d. Qualification and Competence of the proposed Project Team	30	
IV.	Presentation by Bidders (Mandatory) Presentation of all proposed aspects of the project outlined in Evaluation Criteria as mentioned Sections (I – V) above		25
	Total Marks		175
	Minimum Qualification Marks Required		122.5 (70%)

7.3 Financial Proposal

- 7.3.1. After the evaluation of Technical Proposals, the Company shall communicate to each Bidder their respective technical score. Company shall notify Bidders who have secured minimum qualifying technical score, about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder’s attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.
- 7.3.2. Bidders whose technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of contract with Successful Bidder.
- 7.3.3. At the outset of the Financial Proposal Opening session, and before actual opening of Financial Proposal, technical score of qualified Bidders shall be read aloud.
- 7.3.4. A Financial Evaluation Committee shall evaluate the Financial Proposal. If any discrepancy arises between the "total" amount and the partial amount, the "total" amount shall prevail. If any discrepancy arises between "word" representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal.
- 7.3.5. Quality and Cost Based Selection (QCBS) method will be used for evaluation of Proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

7.4 Bid Security

The Financial Bids must be accompanied with the earnest money @ 1% of the total bid in the form of Call Deposit/Bank Draft (**refundable**) drawn in favor of IGNITE National Technology Fund (FTN/NTN: 2939308-6). Any reference of the earnest money in the Technical Bid will lead to disqualification. However, all

bidders are required to submit an affidavit along with Technical Bid that earnest money in the required form and manner is enclosed with the financial proposal.

7.5 Combined Scores

- 7.5.1. Technical Score (ST) shall be calculated as follows: (Technical score obtained by the Bidder/Total Technical score) x 70.
- 7.5.2. Financial Score (SF) shall be calculated as follows: (Lowest Bidder's total cost/ Bidder's total cost) x 30.
- 7.5.3. Combined Score (Total Score) = ST + SF
- 7.5.4. All Bidders will be ranked based upon the combined technical and financial score.

7.6 Award of Agreement

After completing negotiations, the Company shall award Agreement to the selected Bidder (highest ranked). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive Bidders.

8 Availability of Skilled Resources

- 8.1. The Successful Bidder is bound to provide the services of professional staff proposed in Technical Proposal. In case of non-availability of any proposed professional staff during the contract period, the Bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the Bid.
- 8.2. No member of professional staff, including Project Manager, should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

9 Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the announcement of the evaluation report under PPRA Rule no. 41.

10 Conflict of Interest

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and their Proposal shall not be entertained and shall be rejected under any of the circumstances set forth below:

- a) Conflicting assignments

- The Bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.
- b) Conflicting Relationships
- The Bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Company Board throughout the selection process and the execution of the Agreement.
 - The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the Bidder or the termination of its Agreement.
 - Current employees of the Company shall not work as and for the Bidder.

11 Fraud and Corruption

- 11.1. The Company requires the Bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:
- a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;
 - b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - c) “Collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels, etc.;
 - d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- 11.2. The Company will reject a Proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement to be executed pursuant to RFP. The Company may also impose penalties on the Bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.

- 11.3. The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of Proposals and agreement performance, and have them audited by auditors appointed by the Company.

12 Clarification Request/Amendment

- 12.1. The Bidder can request a clarification in the RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company's e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential Bidders after April 27, 2021.
- 12.2. At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA and Company web site, and revised RFP document will be uploaded on Company's and PPRA web site.



**PART – B: TERMS OF REFERENCE
(TOR)**

13 Statement of Purpose



13.1 Background and Introduction

Persons with disabilities are often overlooked in discussions about Pakistan’s future. This is by no means peculiar to Pakistan: discrimination, exclusion and neglect of persons with disabilities are commonplace the world over. Professor Michael Stein from Harvard Law School has been heavily involved in this research and argues that most countries still have a long way to go to fulfil the promise of the **UN Convention on the Rights of Persons with Disabilities (CRPD)**. Pakistan ratified CPRD on July 05, 2011 but there has been little progress towards achieving its goal, for persons with disabilities, to participate fully and effectively in society ([British Council Report](#)). The main challenges faced by the disabled community of Pakistan are:

- i. Pakistan needs to move away from a culture of sympathy and pity.
- ii. Negative attitudes in society hamper finding a life partner.
- iii. The legal framework in Pakistan is weak as far as protecting the rights of persons with disabilities is concerned.
- iv. Pakistan ratified the CRPD in 2011, but little has happened by way of policies and strategies in line with the CRPD framework.
- v. Education for persons with disabilities is largely limited to special education schools, which are inadequate and of low quality.
- vi. Persons with intellectual disabilities are often entirely omitted from policies and strategies.
- vii. There are limited employment opportunities for persons with disabilities.

The CRPD provides a framework for the inclusion of persons with disabilities in all aspects of life, but the treaty has not been adopted in true letter and spirit, and changes are slow to arrive. The CRPD outlines that *“persons with disabilities should have access, on an equal basis with others, to the physical environment, to transportation, to information and communications including ICT”* ([Article 9 of CRPD](#)). This means an unrestricted environment where assistive technology, interpreters, ramps, placement of door handles and other means of support make public and work places accessible.

Opportunity

An estimated 1 Billion people, or 15% of the world’s population, are living with disabilities ([Disability Situation in Pakistan](#), AKU). Left at the margins of society and facing a world steeped in discrimination, pity and shame, persons with disabilities have **limited access to quality education and dignified employment**. There is not just a human rights argument to inclusion, but also a strong economic one: The International Labor Organization (ILO) estimates that the economic losses incurred through excluding persons with disabilities from the world of work are as high as 3-7% of global GDP.

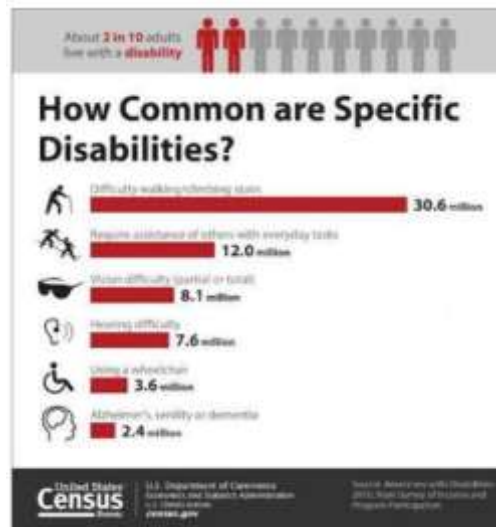


Figure 1. People with disability in USA

Table 14.1 Disability by domain and age

Percent distribution of the de facto household population age 5 and over by degree of difficulty in functioning according to domain, and percent distribution by highest degree of difficulty in at least one domain by age, Pakistan DHS 2017-18

Domain and age	Degree of difficulty				Total	A lot of difficulty or cannot do at all	Number of persons
	No difficulty	Some difficulty	A lot of difficulty	Cannot do at all			
Domain							
Difficulty seeing	89.9	8.0	1.9	0.1	100.0	2.0	67,586
Difficulty hearing	96.6	2.4	0.8	0.2	100.0	1.0	67,586
Difficulty communicating	98.0	1.2	0.5	0.3	100.0	0.8	67,586
Difficulty remembering or concentrating	94.1	4.5	1.0	0.3	100.0	1.3	67,586
Difficulty walking or climbing steps	90.7	5.9	2.9	0.5	100.0	3.4	67,586
Difficulty washing all over or dressing	96.8	1.9	0.8	0.4	100.0	1.2	67,586
Difficulty in at least one domain¹							
5-9	93.7	4.2	1.3	0.6	100.0	1.9	10,469
10-14	93.7	3.9	1.5	0.6	100.0	2.2	9,153
15-19	92.7	4.8	1.8	0.6	100.0	2.4	8,486
20-29	91.3	6.0	1.9	0.6	100.0	2.6	13,677
30-39	83.5	12.6	3.1	0.7	100.0	3.8	9,531
40-49	66.5	24.9	7.6	1.0	100.0	8.5	6,004
50-59	48.7	36.9	12.8	1.4	100.0	14.2	5,039
60+	30.6	37.8	26.9	4.6	100.0	31.5	5,224
Age 15 and over	75.8	16.2	6.7	1.2	100.0	7.9	47,961
Total²	81.0	12.7	5.2	1.0	100.0	6.2	67,586
Regional							
Azad Jammu and Kashmir	74.5	16.3	7.5	1.5	100.0	9.1	9,175
Age 15 and over	68.9	20.4	8.9	1.7	100.0	10.6	6,600
Gilgit Baltistan	80.8	12.5	5.5	1.1	100.0	6.6	6,257
Age 15 and over	73.2	17.2	8.0	1.5	100.0	9.5	4,026

¹ If a person was reported to have difficulty in more than one domain, only the highest level of difficulty is shown.

² Total excludes Azad Jammu and Kashmir and Gilgit Baltistan. Total includes 4 cases with missing information on difficulty in at least one domain.

Figure 2. People with disability in Pakistan

Assistive Technologies Market

Assistive devices and technologies are those whose primary purpose is to maintain or improve an individual's functioning and independence, to facilitate participation, and to enhance overall well-being ([World Health Organization](http://www.who.int)). They can also help prevent impairments and secondary health conditions. Examples of assistive devices and technologies include wheelchairs, prostheses, hearings aids, visual aids,

and specialized computer software and hardware that increase mobility, hearing, vision, or communication capacities. In many low-income and middle-income countries, only 5-15% of people who require assistive devices and technologies have access to them.

The disabled and elderly Assistive Technology market in the U.S. is estimated at US\$6.2 Billion in the year 2020. China, the world’s second largest economy, is forecasted to reach a projected market size of US\$5.5 Billion by the year 2027. Among the other noteworthy geographic markets are Japan and Canada, each forecast to grow at 5.7% and 4.8% respectively over the 2020-2027 period. Within Europe, Germany is forecast to grow at approximately 4.9% CAGR.

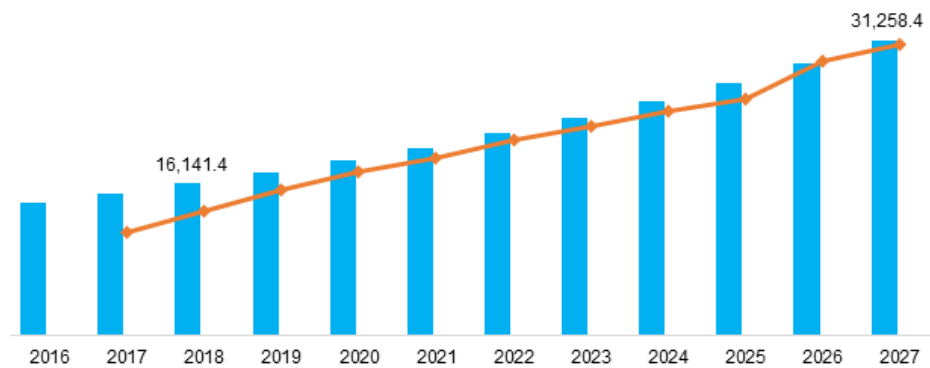


Figure 3. Global elderly and disabled assistive devices market size and forecast (in USD million)

13.2 Objectives

The main objectives of this assignment are but not limited to the following:

- a) To conduct a comprehensive assessment of technology based assistive devices and rehabilitation aids required to assist population of people with disabilities in Pakistan and to increase their interaction in everyday life so that they can be productive citizens.
- b) To enhance existing knowledge base about existing technology based assistive devices and rehabilitation aids which are helping people with disabilities in Pakistan.
- c) To evaluate existing policies, institutional and regulatory environment impacting the community and identify major challenges/roadblocks/constraints in the policy and regulatory initiatives impeding the growth and development of new technologies for the community and to reduce the level of dependance of disabled people on others.

14 Scope of Work

To facilitate people with disabilities, Assistive Technologies play a significant role in social integration and their participation in other facets of life including self-care, family relations, household tasks, communications and mobility etc. These technologies must be able to address the needs efficiently and promote wellbeing of such persons.

According to World Health Organization (WHO), assistive technology enables and promotes inclusion and participation, especially of persons with disability, aging populations, and people with non-communicable diseases. The primary purpose of assistive products is to maintain or improve an individual’s functioning and independence, thereby promoting their well-being. They enable people to live healthy, productive, independent and dignified lives, and to participate in education, the labor market and civic life. Some

examples of using assistive technology are someone wearing a hearing aid, using a prosthetic limb, employing speech-to-text software etc.

14.1. To this end Ignite is looking forward to solicit proposal for development of innovative high-tech solutions to assist persons with disabilities and seeking services of consultants to develop state-of-the-art RFPs/ToRs to address the following:

- a) Perform the need assessment and gather Information Requirements by identifying key institutions, their mandate and modalities for development of various innovative and high-end technology solutions including assistive devices and rehabilitation aids;
- b) Solicit input and feedback from relevant public and private entities, experts and persons determining the key requirements which can be resolved through technology based assistive devices and rehabilitation aids. Authorities may include Pakistan Disabled Foundation (PDF), Pakistan Foundation Fighting Blindness (PFFB), Network of Organizations Working for People with Disabilities, Pakistan (NOWPDP), Directorate of Special Education, Ministry of Human Rights and its affiliated departments, and many others;
- c) To review the current status and effectiveness of already available technology based assistive devices and rehabilitation aids for disabled persons both locally and internationally;
- d) To identify the availability and access to existing assistive technologies in each of disability areas with respect to population of Pakistan also considering their future requirements. Disability areas include but not limited to i) Blindness and visual impairment, ii) Deafness and hearing impairment, iii) Autism spectrum disorders, iv) Mobility/physical, and others;
- e) To provide technological trends analysis from technology perspective, individual impairment perspective, caregivers perspective and societal perspective;
- f) To identify and highlight all existing legislations, laws, rules, regulations, standards and compatibility and compliance requirements that are relevant to development, deployment and rollout of assistive devices and rehabilitation aids;
- g) To identify and develop a comprehensive list of various compliance requirements for assistive devices and rehabilitation aids including necessary registrations, licensing required from various authorities including but not limited to Drug Regulatory Authority of Pakistan (DRAP)/Pakistan Engineering Council (PEC) and others;
- h) Develop the comprehensive RFP document for Ignite explicitly elaborating the whole process for development of desired world class, commercially viable innovative and high-end technology based assistive devices and rehabilitation aids to address the key requirements of PWDs in Pakistan. The RFP document will include both budgetary and technical specifications including the highly descriptive and concrete scope of work with architecture, design, development, testing, rollout, maintenance, commercialization, and other key aspects;
- i) To devise criteria for bid-evaluation, support in responding to bidder's queries, and facilitate the Company during bidding process.

14.2. The selected consultant will also be responsible to carry out the following activities in accordance with timelines provided by the Company:

- a) Provide guidelines and suggest improvements (if required) for the following documents in accordance with PPRA rules:

- i. Proposal Submission Format
 - ii. Mandatory Eligibility Criteria
 - iii. Technical Evaluation Criteria and Scoring System
 - iv. Financial Evaluation Criteria and Scoring System
- b) Propose guidelines in scrutinizing and evaluating proposals received from bidders;
 - c) Provide response/feedback (through emails, phone or surface mail) in a timely manner to potential bidders;
 - d) Participate as an Expert/Consultant in Pre-Bid conference, if any, to advise and guide the potential bidders;
 - e) Provide assistance to Legal Department of The Company in drafting agreement to be signed with Successful Bidder with terms and conditions along with appendices to rollout the project titled “Development of Assistive Technologies for People with Disabilities” as per the Company requirements.
- 14.3. The consultant will make sure his/her availability for the assignment when needed by the Company and would provide deliverables in time.
- 14.4. The Successful Bidder is expected to design, develop and conduct a comprehensive scientific based assessment study for developing assistive technologies for people with disabilities in Pakistan.

15. Deliverables

The key deliverables/milestone of the project are as follows.

- a) **Deliverable 1 (15 days after signing of contract): Project Inception Report** containing complete work plan and methodology including responsibilities of different team members, draft Table of Contents of Report, methodology etc.
- b) **Deliverable 2 (30 days after signing of contract): Draft Assessment Report** including desk research related to current state of the assistive technology solutions along with key requirements for future developments.
- c) **Deliverable 3 (60 days after signing of contract): Stakeholder Consultative Sessions** for assessing the requirements of technology based assistive devices and rehabilitation aids along with feedback of stakeholders for future development of technology solutions. In addition, first draft of RFP for bidders would be part of this deliverable.
- d) **Deliverable 4 (75 days after signing of contract): Draft RFP & Recommendations for Development of Assistive Technologies for People with Disabilities in Pakistan:** A final top-line report containing detailed analysis and assessment of required innovative technology based assistive devices and rehabilitation aids for assisting people with disabilities in their daily lives.
- e) **Deliverable 5 (90 days after signing of contract) Final RFP(s) Document for Ignite:** Explicitly elaborating the whole process for development of desired world class, commercially viable innovative and high-end technology based assistive devices and rehabilitation aids to address the key requirements of PWDs in Pakistan. The RFP(s) document will include both budgetary and technical specifications including the highly descriptive and concrete scope of work with architecture, design, development, testing, rollout, maintenance and other key aspects.

16. Project Duration

Successful Bidder is required to complete the study along with other deliverables in maximum of **three months** duration.

17. Project Budget

The Project budget shall not be in excess of PKR 1 million. The budget shall be in compliance with the format given in the proposal submission form.

18. Payment Schedule

Tentative schedule for disbursements is given below.

S #	Project Milestone	Amount Payable
1	Mobilization Advance	10 %
2	Deliverable 1	10 %
3	Deliverable 2	10 %
4	Deliverable 3	20 %
5	Deliverable 4	20 %
6	Deliverable 5	30 %

Other details of the payment schedule would be finalized upon approval by Finance Department as per existing policies.

19. Copyrights

All developed outcomes of the project (both hard and soft formats) will be the sole property of Ignite National Technology Fund.



Technical Proposal - Standard Forms

C1. Covering Letter

[Location, Date]

To:

Manager Procurement
Ignite National Technology Fund
3rd Floor, TF Complex, 7 Mauve Area
G-9/4, Islamabad.
Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of “Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 180 calendar days from the date of advertisement.

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:

C2. Firm/Bidder Profile

S #	Criteria	
1.	Profile of the agency: i. Registered Age of Firm ii. Names of Owners/ CEO/ Directors/ Partners/ Managers	
2.	i. Location of Firm Office/Sub Office ii. Number of Relevant Employees including their Names & Designations, Contact Numbers & Branch Contact Numbers	
3.	Financial Position i. Name of Banks ii. Certificate of Financial Position iii. Copy of Audited Annual Accounts (of last 3 years) iv. Tax Registration (NTN/STN/FTN)	

C3. Relevant Experience of the Firm/Bidder

C3-A: Specific Experience (Up to a Maximum of 10)

Describe the projects related to assistive technologies only. Also, if the project involved drafting an RFP or not.

Sr. #	Name of Assignment	Client Name	National or International	Scope of Work & Duration	Value of Assignment (in PKR)	Contact Person & Detail of Client	Final Report (web link or attached as annexure)

*Please attach evidence of above assignments. Only verifiable assignments will be evaluated.

C3. Relevant Experience of the firm/Bidder

C3-B: General Experience (Up to a Maximum of 10)

Sr. #	Name of Client	Title of Assignment	Scope of Work and Period of Assignment	Value of Assignment (in PKR)	Present Status of the Assignment

*Please attach evidence of above assignments. Only verifiable assignments will be evaluated.

C4. Key Team Members

Attach CVs of all team members.

Sr. #	Name	Position/ Organization	Qualification/ Certification	No. of years of Experience	Relevance to the Assignment	Role in this Project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

C5. Separate Design Document, Proposed Plan and Methodologies of Deliverable

(Including understanding of the project requirements, proposed research methodology & design, approach & project execution plan, project time management plan, proposed quality assurance mechanism & M&E Plan, Risk Plan etc.)

C6. Roles and Responsibilities of Consortium/JV Partners

Applying As:

<input type="checkbox"/> Standalone Legal Entity	<input type="checkbox"/> Consortium (Please attach relevant document)
<input type="checkbox"/> Joint Venture (Please attach relevant document)	<input type="checkbox"/> Other (Please specify & attach relevant document)

Lead Partner Details:

Name of Partner:	
Focal Person:	
Contact Details:	(Telephone, Email and Postal Address)

Partner – 1:

Name of Partner:	
Focal Person:	
Contact Details:	(Telephone, Email and Postal Address)
Roles and Responsibility in this Project:	

Partner – 2:

Name of Partner:	
Focal Person:	
Contact Details:	(Telephone, Email and Postal Address)
Roles and Responsibility in this Project:	

In case of more than two partners you may add further sheets.

Note: Please attach MoU and/or consent letter of each partner clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.

Financial Proposal - Standard Forms

C7. Covering Letter

[Location, Date]

To:

Manager Procurement
Ignite National Technology Fund
3rd Floor, TF Complex, 7 Mauve Area
G-9/4, Islamabad.
Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for execution of Assessment Study and Roadmap for Developing Assistive Technologies for People with Disabilities in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

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, which is 180 calendar days from the date of advertisement.

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:

C8. Summary of Cost

Sr. #	Description	Amount (PKR)	In-Kind Contribution (PKR) (if available)
1.	Total		
2.	Contingencies		
3.	Applicable Taxes		
4.	Grand Total:		

Annexure – A

Single Stage Two Envelope Procedure for Bidding Public Procurement Rules 2004

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the Technical Proposal in a manner prescribed in advance, without reference to the price and reject any Proposal which do not conform to the specified requirements; Minimum qualification for shortlisting of technical proposals is **70%** marks.
- vi. During the technical evaluation no amendments in the Technical Proposal shall be permitted;
- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
- viii. After the evaluation and approval of the Technical Proposal the procuring agency, shall at a time within the bid validity period, publicly open the **Financial Proposals of the technically accepted bids only**. The Financial Proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and
- ix. Weightage of technical and financial evaluation will be **70% and 30%** respectively. Financial score will be calculated as follows:
 - x. Financial score = Lowest bid/ Bidder’s bid x 30%
 - xi. The bidder with the highest combined score will be selected.

Annexure – B

DRAFT - AGREEMENT FOR ASSESSMENT STUDY FOR DEVELOPING ASSISTIVE TECHNOLOGIES FOR PEOPLE WITH DISABILITIES

This Agreement is made in Islamabad on this _____ day of _____ of 2021.

Between

Ignite, a company incorporated under section 42 of the repealed Companies Ordinance 1984 (*now The Companies Act, 2017*), having its registered office at Telecom Foundation Building, G-9/4, Islamabad, Pakistan (hereinafter referred to as “the **Company**”, which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns of the First part);

And

(insert name of successful bidder), a company incorporated and existing under the laws of Pakistan, having its registered office at (insert address) (hereinafter referred to as “the **Service Provider**” which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns) through its duly authorized representative namely (insert designation) of the Service Provider, of the Second Part;

The Company and the Service Provider may hereinafter collectively be referred to as the “**Parties**” and individually as a Party.

RECITALS

- A. The Service Provider agrees to perform the consultancy services in accordance with the terms described in the RFP which is attached herewith to this Agreement as **Annexure A**.
- B. All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.
- C. Against the provision of satisfactory and acceptable services the Service Provider shall receive agreed compensation as described in the Payment Disbursement Plan mentioned in the RFP.

1 DEFINITIONS AND INTERPRETATIONS

The Following words and expressions shall have the meaning defined hereunder:

“**APPROVED**” or “**APPROVAL**” means approved in writing by the Company and/or the Service Provider.

1.1 “SINGULAR AND PLURAL” Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

1.2 “AGREEMENT DOCUMENTS” means the documents listed in Article 5 of this Agreement.

1.3 “DAY” means calendar day of the Gregorian calendar.

1.4 DELIVERABLES” means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the Scope of Work of the RFP.

- 1.5 **“SERVICES”** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as Annexure A.
- 1.6 **"INTELLECTUAL PROPERTY RIGHTS"** means all deliverables or reports which arise as a result of the study
- 1.7 **“REQUEST FOR PROPOSAL”** means the request for proposal issued by the company for the purpose of this agreement

2 OBLIGATIONS OF THE COMPANY:

- 2.1 The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services
- 2.2 When requested and deemed necessary, the Company shall provide the Service Provider in writing a reasonable description of the maintenance required along with any additional information required to complete the task.
- 2.3 The Company shall provide such information for the term of this Agreement as may be required by the Service Provider as far as reasonably practicable and without liability on the part of the Company.

3 OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 3.2 The Service Provider shall submit monthly invoice for services rendered by it pursuant to this Agreement within one week, for the previous month. The Company after verification shall pay to the Service Provider the amount stated in the monthly invoice within fifteen working days of the receipt of the invoice. In the event of any discrepancy in the monthly invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company. All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 3.3 The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A.
- 3.4 Maintain detailed records of all acts and things done in relation to the performance of this Agreement and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;
- 3.5 Appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Agreement;

- 3.6 Perform and deliver the Deliverables listed within Annexure A with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- 3.7 Complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8 Shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and contents of the Deliverables;
- 3.9 Use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 3.10 Comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement;
- 3.11 Apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the “Deliverables”).
- 3.12 Promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of information or by responding to reasonable requests for revisions to the Deliverables.

4 PRIMARY CONTACTS

The Company shall appoint one (1) individual within the organization to serve as primary contact between the Company and the Service Provider and to receive support.

5 AGREEMENT DOCUMENTS

The Preamble and the following documents, form an integral part of this Agreement. In case of any conflict between the terms of these documents and provisions of this Agreement, such conflict shall be resolved with reference to the provisions of this Agreement:

- i) The Agreement
- ii) Its attached Annexures
Annexure A: RFP
- iii) Subsequent Amendments

6 EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective from xxxx and shall remain valid until xxxx unless terminated earlier in accordance with the terms of this Agreement. The Agreement can be reviewed for another term after the expiry date on the terms and conditions mutually agreed upon between the Parties subject to the Company giving thirty (30) days advance notice to the Service Provider to that effect.

7 CONFIDENTIALITY

The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, drawing, sample or information furnished by or on behalf of either party in connection therewith, to any person other than a person employed by either party in performance of the Agreement.

Disclosure to any such employed person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.

7.1 Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.

7.2 Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Agreement and shall be continuing obligations unless the Parties agree to discontinue its effect.

8 INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in this RFP and final documents/RFPs/reports will be the absolute property of the Company.

9 TAXES AND DUTIES

The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and Performance of the Agreement. Withholding tax shall be deducted as per applicable tax laws of Pakistan.

10 ASSIGNMENT AND SUB-CONTRACT

10.1 The Service Provider shall not change or assign the Agreement or any part thereof, without the prior written consent of the Company, and such, consent, if given, shall not relieve the Service Provider from any liability or obligation under this Agreement.

10.2 The Service Provider shall not sub-contract the whole or any part of the work, without the written consent of the Company, and such consent, if given, shall not relieve the Service Provider from any liability or Obligation under the Agreement and it shall be responsible for the acts, defaults and neglects of any sub-contractor, its agent, defaults, neglects of the Service Provider's servants or workmen.

11 PRICES AND PAYMENTS

11.1 The total price of the Agreement including taxes shall not be in excess of PKR 1 million.

11.2 The Agreement Price set forth in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.

11.3 No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.

11.4 Applicable taxes will be deducted when processing payments and deposited with FBR.

12 DURATION OF AGREEMENT

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of 90 calendar days (3 months max) starting from the Effective Date of Agreement.

13 TERMINATION

Termination for Default

13.1 The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Service Provider terminate this Agreement forthwith in whole or in part:

13.1.1 If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the Company;

13.1.2 If the Service Provider fails to perform any other obligation under the Agreement;

13.1.3 If the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

14 TERMINATION FOR CONVENIENCE

14.1 The Company may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Agreement or after payment of proportionate amount of the fee due subject to the satisfactory performance of the Service Provider to be determined by the Company.

15 AMENDMENT

No alteration, waiver or change in any of the terms of this Agreement will be effective unless made in writing and duly executed by an authorized officer or representative of each of the Parties.

16 ENTIRE AGREEMENT

This Agreement together with the attached Annexes contains the entire terms and conditions and constitutes the entire Agreement between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of this Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Service Provider is and shall remain at all times an independent Contractor or and shall be fully responsible for its own acts or defaults (including those of its employees or agents).

17.2 Neither the Service Provider nor its employees, agents or representatives shall at any time attempt to act on behalf of the Company to bind any other Party in any manner whatsoever to any obligations.

17.3 Neither the Service Provider nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the Company.

17.4 Nothing in this Agreement shall be deemed to constitute a partnership or other profit-sharing agreement between the Parties.

18 **SURVIVAL**

All accrued rights of a Party shall survive the expiry or termination of this Agreement as shall all clauses that by their nature are intended to do so, including, without limitation, obligations of Indemnity, Confidentiality and Dispute Resolution.

19 **INDEMNIFICATION**

The Service Provider agrees to indemnify, defend, and hold harmless the Company and its officers, agents, and employees, from any claim, real or imaginary, brought against the Company or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from proximate fault of the Company or its officers, agents, or employees.

20 **DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act 1940. The number of arbitrators shall be three (03) unless otherwise mutually agrees by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

21 **FORCE MAJEURE**

For the purposes of this Agreement “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under this Agreement impossible or so impractical as to be considered impossible under the circumstances.

The failure of either Party to fulfil any of its obligations under this Agreement shall not be considered to be breach of or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement and has informed the other Party as soon as possible about occurrence of such an event.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed on the Day and Year above written

Signed for & on behalf of the Company

By: _____

Title: Chief Executive Officer

CNIC: _____

Date: ____/____/2021

Signed for & on behalf of the Service Provider

By: _____

Title: _____

CNIC: _____

Date: ____/____/2021

Witness - 1

Name: _____

Designation: _____

Signature: _____

CNIC: _____

Witness - 1

Name: _____

Designation: _____

Signature: _____

CNIC: _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____

Note: This Agreement is a Draft Agreement subject to change in terms and conditions upon negotiation with the successful bidder during the award of the agreement. The bidders should only follow the terms of reference and instructions given in this RFP document for submission of their bids.