



Ministry of Information Technology & Telecom
Government of Pakistan



REQUEST FOR PROPOSAL

Microsoft Office Licenses

IGNITE/ MS Licenses/2020-21/0025/Proc

May 31, 2021

IGNITE

Ministry of Information Technology & Telecom
Government of Pakistan

**IGNITE National Fund, 3rd Floor, TF Complex, & Mauve Area G-9/4,
Islamabad**

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**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 **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 ☑ / ☒
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>),(If applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column).	
5.	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.	
6.	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 list serial number (downloadable from FBR’s website) is also to be mentioned.	
7.	<u>Envelope shall clearly bear the name “Proposal for Microsoft Office Licenses”</u>	

	Proposal must be submitted in one hard copy and one soft copy Flash Disk in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed).	
8.	Proof of partnership with manufacturer	

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

2 Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (See Annexure B).
- b. **“Board”** means the Board of Directors of the Ignite.
- c. **“Bidder”** means “any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Company”** means Ignite registered under Section 42 of the Companies Ordinance, 1984, with its office at 3rd Floor, TF Complex, Mauve Area, G-9/4, Islamabad, Pakistan.”
- e. **“Date of Issue”** means “the date on which this RFP is issued by Company to solicit bids from potential bidders for Organizational Transformation.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“Request for Proposal (RFP)”** means set of documents prepared by the Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- j. **“Successful Bidder/Service Provider”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- k. **“Terms of Reference”** (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

IGNITE (The Company)

Ignite (The Company) has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the repealed Companies Ordinance, 1984 (*now Companies Act 2017*) by the Ministry of IT & Telecom, Government of Pakistan (hereinafter referred to as the “Company” and/or “Ignite”). The Company is mandated to fund research and development in Information and Communication Technology (ICT) with the vision to transform Pakistan’s economy into knowledge-based economy by promoting efficient, sustainable and effective ICT initiatives through synergic development of industrial and academic resources. More details about the Company are available at <http://www.ignite.org.pk>

3 Instructions for Bidders

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. Financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The selection of bidder will be on lowest quoted rates.

4 Solicitation 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. Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, terms and specifications may lead to rejection of proposal.

5 Preparation of Proposal

5.1 Language of the Proposal

The 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.

5.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) inclusive of all taxes and all payments will be made in PKR.

5.3 Period of Validity of Proposal

Proposals shall remain valid for 120 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 Cost of Preparing Proposal

The costs of preparing the proposal, including visits for discussion with the Company are not reimbursable.

5.5 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

Financial Proposal

5.6 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

5.7 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 the proposals shall be separated using color separators, flags or tags.

6 Submission, Receipt, and Opening of Proposal

6.1 Proposals will be accepted and evaluated using One Stage, Single Envelope Procedure.

6.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals must be numbered

6.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Proposals. In case of latter, 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.

The Proposal must be sent to the following address and received by the Company not later than the time and the date indicated in RFP document:

Title/Position:	Manager Procurement
Telephone:	+92-51-910 7441-6 Ext. 135
Cell:	+92-306-199-1234
Facsimile:	+92-51-910-7447
Email address:	procurement@ignite.org.pk
Official Postal address:	Ignite 3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan

6.8 Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the RFP document.

6.9 Any proposal received by the Company after the deadline for submission shall be returned unopened.

6.10 Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.

6.12 Key Activities & Timeline

The tentative timeline set out herein represent the Company's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

#	ACTIVITY	TIMELINE
1	RFP Issuance	May 31, 2021
2	Deadline for receiving queries / questions	June 04, 2021
4	Proposal Submission Deadline	June 16, 2021 1100 Hrs
5	Opening of Proposals (in front of bidders present at 3 rd Floor, TF Complex, Plot # 7, Mauve Area, G-9/4, Islamabad)	June 16, 2021 1130 Hrs

a. 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 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.

7 Fraud and Corruption:

15.1 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:

“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;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

15.2 “Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

“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. 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 in question. 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.

15.3 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.

8 Clarification Request/Amendment

16.1 The bidder can request a clarification in 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 and may place responses on the Company's website under FAQ's for understanding of all potential bidders.

16.2 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 & Company web site, and revised RFP document will be uploaded on Company's Website and PPRA web site.

PART B - TERMS OF REFERENCE

9 Overview

Company invites proposals from qualified, registered and well reputed companies for “**Microsoft Office Licenses**” as per guidelines mentioned in this RFP.

Terms of Reference

1. Provision of 22 Microsoft Office Standard Licenses 2019 Gov OLP or latest

10 Outputs/Deliverables

Deliverable: Provision of Microsoft Office licenses access to Ignite.

**PART C – FORMS TO BE SUBMITTED WITH THE
PROPOSAL**

Name of Bidder	Item Name	Specifications (if any)	Per License rate without GST	GST @	Per License rate with GST	Quantity	Total Price with GST

B1. Firms/Bidders Profile

S #	Criteria	
1	Profile of the agency: i. Registered age of Company ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	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)	
3	Clientele	

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project

B4. – General Experience of firm

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite (The Company)

Cell: +92-306-199-1234

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for provision of **“XXXX”** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal . 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 90 calendar days from the date of advertisement.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

Annexure A

Single Stage One Envelope Procedure for Bidding Public Procurement Rules 2004

Single stage - One envelope procedure:

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

DRAFT AGREEMENT FOR PROVISION OF MICROSOFT OFFICE LICENSES

This Agreement for Provision of Microsoft Office Licenses (the “**Agreement**”) is made at Islamabad on this _____ day of _____ 2021:

By and Between

IGNITE, a company registered under section 42 of the repealed Companies Ordinance, 1984 (*now Companies Act 2017*), with its office at, 3rd Floor, TF Complex, Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Company**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the One Part;

And

(**Insert Name**) at (insert address) (hereinafter referred to as the “**Supplier**”) which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the Other Part.

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

WHEREAS the Company wishes to avail services of a Supplier “Provision of Microsoft Office Licenses”;

WHEREAS the Supplier is a service provider of original and genuine Microsoft Office Licenses;

AND WHEREAS, the Company has accepted the bid submitted by Supplier against (insert number).

NOW, THEREFORE, the Parties have agreed to the terms and conditions, for the purpose aforesaid, as follows:

Services by the Supplier

1. The Supplier shall deliver to the Company “22 Microsoft Office Standard Licenses 2019 Gov OLP or latest”, with a warranty of three years (the “**Requisite Items** with all necessary care, diligence, honesty and integrity and with generally accepted standards of good practice and professional standards.
2. The Supplier agrees to provide the Requisite Items to the Company with accordance with the proposal submitted by the Supplier on (insert date)

3. The Supplier shall have to deliver at its own cost any and all the Requisite Items as required by the Company.
4. The Supplier shall be responsible for full replacement of all defected, expired, tampered and/or non-functioning items and will provide immediate replacement within 05 days.

Representations & Warranties

5. The Supplier represents, warrants and undertakes:
 - a) They will provide 22 Microsoft Office Standard Licenses 2019 Gov OLP or latest”;
 - b) That if required, obtain all governmental consents, permits, approvals and specifications necessary for the timely provisioning such licenses;
 - c) That they will provide genuine, error-free licenses

Term

6. This Agreement shall remain valid till (insert date) unless otherwise terminated by the Parties in accordance with clause 11 of this Agreement.

Payment Schedule

7. Upon submission of proper invoice(s) by the Supplier against the Requisite Items delivered to the Company, payment shall be made in accordance with the payment plan of the RFP.
8. Payment shall be subject to deduction of all the applicable taxes in accordance with the rules applicable at the time of payment.
9. The company shall have the right to return/cancel any Requisite Item not meeting the quality required by the Company or in case it does not comply with the requirements mentioned by the Company in the RFP.

Term of Agreement

10. The duration of this Agreement is till (insert date) starting from (insert date) (in accordance with the letter of intent dated (insert date)).

Termination of Agreement

11. The Company reserves the right to terminate or suspend this Agreement at any time with or without cause, by giving ten (10) days’ notice to the Supplier in writing.

Successors and Assigns

12. The Supplier shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement to a third party without consent of the Company. If the Supplier fails to comply with the above condition, the Company may, at its option, terminate this Agreement for causes as provided above.

Extent of Agreement/ Modification

13. This agreement, together with all attachments and addenda (if any), represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or addition by written instrument duly signed by both parties hereto.
14. In case of conflict among the main body of the Agreement and attachments, the terms of this Agreement or any addenda attached thereto shall prevail. RFP shall be integral part to this Agreement.

Force Majeure

15. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that Party's reasonable control (including fire, flood, explosion, epidemic, panademic, riot, civil commotion, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement).
16. A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out in this Clause must notify the other Party of the nature and extent of the circumstances in question as soon as practicable.
17. This Clause shall cease to apply when such circumstances have ceased to have effect on the performance of this Agreement and the Party affected shall give notice to the other Party that the circumstances have ceased.
18. If any circumstance relied on by either Party for the purposes of this Clause continues for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

Indemnity:

19. The Supplier shall fully indemnify and hold the Company harmless, from and against all claims, damages, liabilities, losses and expenses, whether direct or indirect, or personal injury or death of persons or damage to property arising out of (i) any negligence or international act or omission by the Supplier or its employees, personnel, agents etc, in connection with the Agreement, or (ii) arising out of or in connection with the performance of its obligations under this Agreement. "Death or Injury" includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering or mental shock or any analogous condition, by the person concerned. "Damage" means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property.

Compliance with Laws

20. The validity of interpretation and construction of this Agreement and of each part hereof shall be governed by the Laws of Pakistan. The Supplier shall comply with all applicable laws of Pakistan.

Arbitration

21. 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 agreed 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.
22. Notwithstanding any provision to the contrary in this Agreement, this section shall survive any expiration or termination of this Agreement or any other provision hereof, and upon such event shall take effect as an independent arbitration agreement/jurisdiction clause.

Miscellaneous

23. 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 the Company and the Supplier.
24. The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

25. Both Parties shall act as independent contractors with respect to one another. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

26. The Parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned Party, unless such disclosure is required by law or regulation. The Parties agree that they will use best efforts to ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year hereinbefore mentioned, by their duly authorized representatives and in the presence of the undersigned witnesses.

For and on behalf of **The Company**

For and on behalf of **The Supplier**

By: Asim Shahryar Husain
Title: Chief Executive Officer
CNIC:
Date:

By:
Title:
CNIC:
Date:

Witness - 1

Name: _____
Designation: _____
Signature: _____
CNIC: _____ - _____ - _____

Witness - 1

Name: _____
Designation: _____
Signature: _____
CNIC: _____ - _____ - _____

Witness - 2

Name: _____
Designation: _____
Signature: _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____