

Request for Proposal (RFP)

Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21



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PART – A: DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS

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 <input type="checkbox"/> / 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.	<u>Two separately sealed envelopes: Envelope #1 shall clearly bear the name "TECHNICAL PROPOSAL – Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21</u> 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 USB. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.	
9.	<u>Envelope #2 shall clearly bear the name "FINANCAL PROPOSAL – Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21</u> Financial Proposal in hard copy must be submitted with one soft copy of the same in USB. Soft copy must be in MS-Excel format. (The hard copy and soft copy of Financial Proposal must be sealed in Envelope # 2 and should not be part of Technical Proposal in any form). Bid security in a separate sealed envelope shall be enclosed in envelope of financial proposal.	
10.	Affidavit on Letter Head affirming that bid security in the required form and manner is enclosed with the financial proposal.	

Note: Bidders are required to submit filled, signed & stamped copy of the above checklist along with the Proposal. Requirement **No. 6 & 7** above, are required to be submitted on separate stamp papers, and **requirement # 10** on a separate letterhead. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the technical proposal.

1 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, (repealed Companies Ordinance, 1984) with its registered office at 3 rd Floor, Telecom Foundation 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/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
NGIRI	National Grassroots ICT Research Initiative.
FYPs	Final Year Projects.
Date of Issue	The date on which the RFP titled “Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21” is issued by Company to solicit bids from potential Bidders
Draft Funding Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure B)
ISO 27001	Standard for Information Security Management defined by International Standard Organization for managing information security in a Company.
Terms of Reference (ToR)	The description of formal work & activities under the “Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21” 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 “Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21” 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 Ignite

Ignite, hereafter referred to as the “Company” has been incorporated with Securities and Exchange Commission of Pakistan, under Section 42 of then applicable Companies Ordinance, 1984 (repealed by the Companies Act, 2017), by the Ministry of IT & Telecom, Government of Pakistan. The Company is mandated to solve local problems using ICT and to avail global opportunities through innovation and entrepreneurship. 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 ten (10) day'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 submission 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 3
- b. Technical Proposal Submission – Form C1
- c. Firms/Bidders Profile – Form C2
- d. Relevant Experience of the Firm/Bidder – Form C3-A, C3-B, C3-C
- e. Proposed Design & Layouts, Event Execution & Time Management Plan, Runtime Video Production of Event - Form C4-A, C4-B, C4-C
- f. Roles & Responsibilities of Consortium/JV Partners etc.– Form C5

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 C6
- b) Summary of Cost – Form C7

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

5.7 Bid Security

The Financial Bids must be accompanied with the bid security @ 1.5 % 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 bid security in the Technical Bid will lead to disqualification. However, all bidders are required to submit an affidavit on letter head along with Technical Bid that bid security in the required form and manner is enclosed with the financial proposal. (*Ref. Point 10 of Mandatory Eligibility Criteria*)

5.8 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.

5.9 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 & C6) 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. One **USB** 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 USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 6.7. The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" followed by the name of the assignment "**Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21**" 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 **“Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21”** 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.

- 6.8. 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, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad

- 6.9. 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.
- 6.10. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 6.11. 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.
- 6.12. 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.
- 6.13. **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	26 th February, 2023
2	Deadline for receiving queries / questions	3 rd March, 2023
3	Response to queries/questions related to RFP	6 th March, 2023

4	Proposal Submission Deadline	14 th March, 2023 at 11.00 am
5	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad)	14 th March, 2023 at 11.30 am
6	Opening of Financial Proposals (in front of Bidders present at 3 rd Floor, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad)	TBD*
7	Award of Contract	TBD

*Manager Procurement will communicate the date and time for the financial bid opening to technically qualified bidders.

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 60% and financial evaluation will carry 40% weightage respectively.

7.2 Evaluation of Technical Proposals

- 7.2.1. Payment will be made to the successful individual as per defined payment schedule. 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 60% 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 60% 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. 10+ Years (15 Marks) b. 7+ to 10 Years (10 Marks) c. 3+ to 7 Years (5 Marks) d. Less than 3 years – 0 Marks 2. Financial Position (Lead Bidder)	15 5	20
II.	Relevant Experience of the Firm/Bidder - (Form C3-A to C3-C) 1. Experience of managing similar events. (Form C3-A) a. 5 Marks per event for maximum up to 15 Marks	15	45
	2. Experience of social media management & propagation of similar events. (Form C3-B) a. 5 Marks per event for maximum up to 15 Marks	15	
	3. Extent of Media Coverage of similar events. (Form C3-C) a. 5 Marks per event for maximum up to 15 Marks	15	
III.	Proposed Design & Layouts, Event Execution & Time Management Plan, Runtime Video Production of Event (Form C4) 1. Proposed Design & Layouts (Form C4 - A) a. 3D Layouts of Venue Branding (5 marks) b. 3D Layouts of FYP Area & FYP Kiosks (5 marks) c. 3D Layouts of Awards Distribution Ceremony Area (5 marks) 2. Event Execution and Time Management Plan (Form C4 - B) 3. Runtime video production of event (Form C4 - C)	15 10 10	35
	Total Marks		100
	Minimum Qualification Marks Required		60

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.
- 7.3.5. Provided that the bid is substantially responsive, the committee shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 7.3.6. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
- 7.3.7. 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 40 points.

7.4 Combined Scores

- 7.4.1. Technical Score (ST) shall be calculated as follows: (Technical score obtained by the Bidder/Total Technical score) x 60.
- 7.4.2. Financial Score (SF) shall be calculated as follows: (Lowest Bidder's total cost/ Bidder's total cost) x 40.
- 7.4.3. Combined Score (Total Score) = ST + SF
- 7.4.4. All Bidders will be ranked based upon the combined technical and financial score.

7.5 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.
 - i. 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.
 - ii. 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 6th March, 2023.
- 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:

Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21

13.1 Background and Introduction

Through this program Ignite provides financial assistance to selected final Year project (FYP) of undergraduate students (7th & 8th semester students only) studying in HEC recognized Institutes of ICT related disciplines for developing prototypes / working models of their FYPs in order to increase creativity, innovation and hands on engineering and development skills.

Students are encouraged to develop their FYP having ICT components preferably based on 4th Industrial Revolution i.e., Artificial Intelligence and Big Data, Internet of things, Cloud Infrastructure and Cyber Security, Augmented and Virtual Reality, Wearables and Implantable, Shared Economy, Robotics, 3D/4D Printing, Neurotech and Blockchain, etc.

Keeping in view, Ignite invites proposals from event management companies to provide 360-degree event management services. The event management companies should have previous experience of large scale event management, branding & marketing, should be well connected with the entrepreneurial ecosystem and should have capability & experience of working with private and public entities/organizations.

Reference link for NGIRI Program:

- <https://ignite.org.pk/national-grassroots-research-initiative/>

Reference videos links for the previously conducted events:

- <https://www.youtube.com/watch?v=JqvbXMUyEYs>
- <https://www.youtube.com/watch?v=PocaMph17v4&t=299s>

Reference pictures links for the previously conducted events:

- <https://www.facebook.com/media/set/?set=a.1400401986664718&type=3>
- <https://www.facebook.com/igniteNTF/photos/pcb.1985043308273374/2217912831580292>

13.2 Goals/Objectives

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

- a. To create maximum outreach and increase awareness of National ICT grassroots Research Initiative brand.
- b. To conduct and manage successful events of National ICT grassroots Research Initiative FYP Competition 2020-21.
- c. Competition will help find new talent within the country. Holding such activity can be a great way of identifying people who have the aptitude and skills to accept the challenge.

14 Scope of Work

Ignite has planned to conduct event for National Grassroots ICT Research Initiative FYP Competition 2020-21 as per details appended. The entire event will be managed by the event management company.

City	Date	Scale of Event
Islamabad	Tentative: May 2022 or any other date finalized by the Company	<p>Exhibition Hall Setup: To be completed one day before the awards ceremony. All fixtures of this hall will remain intact till next day evening.</p> <p>Awards Ceremony Hall Setup: To be completed one day before the awards ceremony. All fixtures of this hall will remain intact till next day evening.</p> <p>Event Day - Morning: Opening ceremony and FYP competition</p> <p>Event Day - Afternoon: FYP Competition Awards Distribution Ceremony in afternoon.</p>

14.1 Requirements for National Grassroots ICT Research Initiative (NGIRI) FYP Competition

Number of Participants

Morning

Expected FYPs	105 (35 FYPs Teams, 3 Members Per Team)
Judges	10
Management	15
Total	130

Afternoon

Expected FYPs	105 (35 FYPs Teams, 3 Members Per Team)
Guests	50
Judges & Management	15
Total	170

Requirements:

The event management company will have responsibility for preparation and management as per following requirements inter-alia: -

S No.	BRANDING	Qty.
1.1	Letters Cut Out (NATIONAL CHAMPIONSHIP – FINAL YEAR PROJECTS)	
1.2	Welcome banner (10'x 5' size) with Frame, Installation and Removal Included	1
1.3	Drop-down Banner – (40' x 20' size), Installation and Removal Included	1
1.4	Winners Plastic Cheques (1.5' H x 3' W size)	3
1.5	Roll-up Stands with complete set and skin	4
1.6	Entrance Pass Through Welcome Gate with Branded Registration Desk, Installation and Removal Included. 2 Ushers for Managing Registration Desk.	1
1.7	Media Wall (10' x 8' size) with Frame, Installation and Removal Included	1
2	DESIGNING SERVICES & SMD CONTENT DEVELOPMENT	

2.1	Designing Services including following collateral <i>interalia</i> : <ul style="list-style-type: none"> • Designing of FYP Kiosks Tables & Backdrops of 35 FYP Projects • Invitation Cards • Certificates for Winners and Participating Teams • Branded Notebooks • ID Cards • Brown Paper Carry Bags Branding • Entrance Pass Through Welcome Gate with Registration Desk 	
2.2	Development/Production of Animated slides to be Played on SMD During the Event (as per event program and winners)	
3	FYP KIOSKS & BACKDROPS	
3.1	FYP Kiosks Tables with Skinning (4' Wx3'H size) Installation and Removal Included	35
3.2	FYP Backdrops (4'Wx8'H) with frame, Installation and Removal Included	35
3.3	Glass Podium with Flex Pasting	1
3.4	Electric Points for FYP Kiosks	35
4	SMDS, LIGHTING, STAGE & SOUND SYSTEM	
4.1	SMD (10' H x20' W) with Operator for 1 Day, Installation and Removal Included	1
4.2	Spot Lights	12
4.3	Wooden Stage (40' W x 12'L x 6" H) for 1 Day - Installation and Removal Included	1
4.4	Two High Quality Sound Systems with AV Mixer , 3 Wireless Mics - for 1 Day	2
5	EVENT COVERAGE (VIDEOGRAPHY, PHOTOGRAPHY & VIDEO PRODUCTION SERVICES)	
5.1	Video Shooting, Editing, Production and Post Event Show-reels Production including but not limited to: <ul style="list-style-type: none"> • Pre-Event Setup Activities • Final Year Projects (FYPs) at the venue and hotel • Opening Ceremony • Pitching Sessions • FYP Judging Activities • Lunch & Refreshments Activities • Complete Video recording of Awards Ceremony etc. • Post Event Highlights Video production of Entire Event (5-7 minutes duration) 	1 days
5.2	Production of event highlights show-reel of entire event for Chief Guest Note: <i>This event highlights video show-reel will be shown to the Chief Guest on SMD during the award ceremony to be held in afternoon, therefore the production of this show-reel will be finalized during the event, well in time before the start of awards ceremony. The duration of the event highlights video will be 3-5 minutes.</i>	
5.3	Photography Services with HD Cameras – 2 Cameramen at least	1 days
6	GIVEAWAYS ITEMS & PRINTING SERVICES	
6.1	Notebooks with Branding: Title 4-Colors Printed on Matt Paper, Inner Pages 1-Color Printed on 80-Grams, Offset Paper, Double Wire Binding, 50 Sheets	200
6.2	Carry Bags with String Holder & Branding: Brown Paper, 1 Color Printing: Size 9" x 12" x 3"	200

6.3	ID Cards with Sling and Plastic Jacket for Participants, Judges, Organizers and Guests	150
6.4	Certificates for Winners and Participating Teams	70
6.5	Invitation Cards with White Envelopes	100
7	SOCIAL MEDIA SERVICES	
7.1	Facebook Live Coverage of Event with Complete OB Setup with 3 Cameras, Operator and Dedicated High Speed Internet	1 day
7.2	Designing & Publishing of event posts (pre-event, during event, post event) on Ignite social media channels Facebook, Twitter, LinkedIn, YouTube, Instagram including but not limited to the following: <ul style="list-style-type: none"> • Event preambles • FYPs one liners • Prizes for Winners • Branded posts with real-time event photos • Graphical posts with Quotes/testimonials etc. • Event Photos Albums uploading • Real-time event tweets and posts • Engaging social media team and influencers for event tweets and posts promotion (likes, retweets, shares etc.) 	1 day
7.3	Testimonial Video Messages Recording (IT Minister, Secretary IT, CEO Ignite, GM Monitoring Ignite, GM CA Ignite etc.) with HD cameras, Production Services and Uploading on Ignite Social Media Channels	
7.4	Short Interviews Videos Messages Recording of FYPs, Judges, Participants etc. with Production Services and Uploading on Ignite Social Media Channels	
8	SOUVENIR FOR JUDGES	
8.1	Power Bank 10,000 MAH, Long wire Data Cable with Ignite Logo Engraved. Souvenir to be Presented in a Black Presentation Box	10 boxes
8.2	Shields Size 5.5" x 7" Digital printing American crystal glass fixed on solid walnut wood base with metal attachments in a Black Presentation Box	10
9	EVENT HOST	
9.1	Professional Host/Master of Ceremony for Awards Distribution Ceremony	1
10	PROPOSED VENUE FOR EVENT	
10.1	Air-conditioned and Power Backup Facility FYP Exhibition Area Setup and event day rental – required space 18,000 sq. ft approx.	2 days
10.2	Air-conditioned and Power Backup Facility Awards Ceremony Event Area Setup and Event Day rental – required space 10,000 sq. ft approx.	2 days
11	FOOD & REFRESHMENTS	
11.1	Austere Morning Tea with Water	130 people
11.2	Austere Lunch with Water (two dish menu)	130 people
11.3	Austere Refreshment	170 people

Preparation and Management of the Events:

- a. The contractor will have a focal point dedicated to Ignite, with full availability, during meetings about the event.
- b. Attend coordination meetings called by the Event Coordinator of the Ignite office and support the holding of the meetings.
- c. Development of regular report/update, throughout the organization period, to the Event Coordinator.

Event Organization Services

- a. Assist in the development of the concept of the event;
- b. Arrange and ensure all event areas are arranged according and ready for the event as required.
- c. Ensure all required audio-visual equipment and lighting is available in all the activity areas as required.
- d. Cross-check possibilities for seating arrangements and all related facilities.
- e. Attend relevant meetings with the service providers involved in the organization of the event(s) to ensure coordination of all event elements.
- f. Ensure service maintenance is promptly available as would be required for all equipment/services and facilities in and around the event areas.

15 Deliverables

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

- a) **Deliverable:** On successfully managing/conducting and completion of all activities of the event.
- The successful bidder will submit a complete event report including the details of all activities performed during the event including branding, designing services & SMD content development, FYPs kiosks & backdrops, SMDs, lighting, stage & sound system, event coverage, giveaways items & printing services, social media services, souvenir for judges, event host, social media posts screenshots, social media posts links etc.
 - The successful bidder will submit all post event content including pictures, social media content, videos, post event production videos etc.

16 Project Duration / Timeline

Successful Bidder is required to conduct the event in May 2022 tentatively or any other date finalized by the Company.

17 Payment Schedule

‘Milestone based payment schedule to be agreed upon between the parties through signed contract’



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

Technical Proposal - Standard Forms

C1. Covering Letter

[Location, Date]

To:

Manager Procurement
Ignite National Technology Fund
3rd Floor, Telecom Foundation 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 **“Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21”** 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	
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: Experience of Managing Similar Events (3 Events Maximum)

Describe the **top 3** similar events managed.

Sr. #	Event Name	Self/Client Name	Event Venue	Industry	Event Duration	Event Footfall	Media Coverage of Event (Pictures & Videos urls etc.)
1.							
2.							
3.							

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

C3. Relevant Experience of the firm/Bidder

C3-B: Experience of Social Media Management & Propagation of Similar Events (3 Events Maximum)

Describe the **top 3** similar events managed w.r.t Social Media Management & Propagation.

Sr. #	Event Name	Self/Client Name	Social Media Channels Utilized (Reference URLs of Event Social Media channels)	Impact (Overall Reach, Followers, Likes)	Influencers Engagement (URLs of Videos/Testimonials/ Posts)	Event Digital Media Coverage of Event (blogs URLs)	Event Content Samples (Static Posts, Animations/GIFs, Video URLs)
1.							
2.							
3.							

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

C3. Relevant Experience of the firm/Bidder

C3-C: Extent of Media Coverage of Similar Events (3 Events Maximum)

Describe the **top 3** similar events managed w.r.t Extent of Media Coverage.

Sr. #	Event Name	Self/Client Name	Print Media Coverage(Clippings/URL of Press Release published in Newspapers)	Electronic Media Coverage (TV News Clips, Tickers)	Event Duration	Media Coverage of Event (blogs urls, press release news clippings/urls, Pictures, Videos urls etc.)
1.						
2.						
3.						

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

C4. Proposed Design & Layouts, Event Execution & Time Management Plan, Runtime Video Production of Event

C4-A: Proposed Design & Layouts

Submit the proposed 3D Design & Layouts including 3D Layouts of Venue Branding, 3D Layouts of FYP Area & FYP Kiosks and 3D Layouts of Awards Distribution Ceremony Area.

C4-B: Event Execution and Time Management Plan

Submit the Event Execution Plan & Time Management Plan for the National Grassroots ICT Research Initiative (NGIRI) FYP Competition in the light of Scope of Work mentioned in this document.

C4-C: Runtime Video Production of Event

Submit a short video (upto 5 mins showreel) which was recorded, produced and displayed in runtime during the event.

Event Name	Self/Client Name	Video URL/Soft Copy

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

C5. 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

C6. Covering Letter

[Location, Date]

To:

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

Sir,

We, the undersigned, offer to provide services to **National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21** 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:

C7. Summary of Cost

Sr. #	Description	Amount (PKR)	In-Kind Contribution (PKR) (if available)
a.	RFP - Provision of Services to Manage National Grassroots ICT Research Initiative (NGIRI) FYP Competition 2020-21		
e.	Contingencies *subject to approval and utilization		
f.	Applicable Taxes		
	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 **60 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 **60% and 40%** respectively. Financial score will be calculated as follows:
 - x. Financial score = Lowest bid/ Bidder’s bid x 40%
 - xi. The bidder with the highest combined score will be selected.

Annexure B

DRAFT - AGREEMENT FOR PROVISION OF SERVICES TO MANAGE NATIONAL GRASSROOTS ICT RESEARCH INITIATIVE (NGIRI) FYP COMPETITION 2022-23

This Agreement is made at Islamabad on this _____ day of _____ 2023 (the “Effective Date”).

Between

Ignite, National Technology Fund, a company incorporated under section 42 of the repealed Companies Ordinance, 1984 (*now The Companies Act, 2017*), having its registered office at 3rd Floor, Telecom Foundation Complex, Mauve Area, 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.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATIONS

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

- 1.1 “APPROVED” or “APPROVAL”** means approved in writing by the Company and/or the Service Provider.
- 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 **“INTELLECTUAL PROPERTY RIGHTS”** means all deliverables or reports which arise as a result of the study.
- 1.6 **“REQUEST FOR PROPOSAL”** means the request for proposal issued by the company for the purpose of this agreement.
- 1.7 **“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.
- 1.8 **“SINGULAR AND PLURAL”** Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

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 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 invoice as per the Payment Schedule, mentioned in the RFP. The Company after verification shall pay to the Service Provider the amount stated in the invoice within fifteen (15) working days of the receipt of the invoice. In the event of any discrepancy in the 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 The Service Provider shall maintain detailed records of all acts, content etc. 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 The Service Provider shall appoint a dedicated professional team along with a focal person,

- having relevant experience and specialized qualification for the performance of this Agreement;
- 3.6** The Service Provider shall 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** The Service Provider shall complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement;
 - 3.8** The Service Provider 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** The Service Provider shall 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** The Service Provider shall 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** The Service Provider shall 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** The Service Provider shall 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.

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) Annexure B: Disbursement Plan
- iv) 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 ten (10) 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 [xxx].

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 within a period of Thirty 30 calendar days starting from the Effective Date of Agreement (unless extended by the parties in writing).

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 ten (10) 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 ten (10) days prior written notice to that effect sent 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 AND GOVERNING LAWS

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be initially resolved through negotiation by Parties. If dispute(s) remain unresolved 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. Each Party shall bear the arbitration cost on its own.

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

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.

22 WAIVER

No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:

- a. shall operate or be construed as a waiver of any other or further default whether of a like or different character; or
- b. shall be effective unless in writing duly executed by a duly authorized representative of such Party.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

23 NOTICES

Any notice by either party to another hereunder shall be served sending the same by registered email

or through letter containing seal of the Company/ Service Provider at the address of the party herein or at any changed address notified by the respective party to the other and the notice so given shall be deemed to have been properly served and received by the respective party.

24 COUNTERPARTS

This Agreement may be executed in (02) two or more counterparts each of which shall be considered one and the same Agreement and each of which shall be deemed an original.

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: ____/____/2022

Signed for & on behalf of the Service Provider

By: _____

Title: _____

CNIC: _____

Date: ____/____/2022

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 2

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 2

Signature: _____

Name: _____

Designation: _____

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.