



Ministry of Information Technology & Telecom
Government of Pakistan



REQUEST FOR PROPOSAL

Endpoint Protection License Renewal/Upgrade

IGNITE/Endpoint-Protection/2024-25/0008 Proc.

October 23, 2024

IGNITE

Ministry of Information Technology & Telecom

Government of Pakistan

IGNITE National Technology Fund, 3rd Floor, TF Complex, 7 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 <input checked="" type="checkbox"/> / <input type="checkbox"/>
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
3.	Proof of GST/ST Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>),(If applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column).	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth PKR100 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 PKR100 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>Technical Electronic Proposal</u>	

	<p><u>Technical Proposal “Endpoint Protection License Renewal/Upgrade”</u></p> <p>Technical Proposal must be submitted through E-PADS. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p>	
8.	<p><u>“Financial Electronic Proposal for Endpoint Protection License Renewal/Upgrade”</u></p> <p>Financial Proposal must be submitted through E-PADS. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p>	
9.	<p>Bid Security of <u>PKR 200,000/-</u> to be provided in original to the company on the date of bid opening.</p>	
10.	<p>Bidders are required to submit their proposal on EPADs https://eprocure.gov.pk No Bid will be accepted by the Company in hard form.</p>	

Note: Bidders are required to upload filled, signed & stamped copy of the above checklist along with the Proposal on EPADs. Requirement No. 5 & 6 above, are required to be submitted on separate stamp papers. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the technical 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 C).
- b. **“Board”** means the Board of Directors of the Ignite.
- c. **“Bidder”** refers to a legal entity, including a registered company, firm, agency, organization, or a lead entity/bidder acting on behalf of a consortium or joint venture (JV) partners, that submits a proposal in response to a Request for Proposals (RFP).
- d. **“Company”** means Ignite registered under Section 42 of the repealed Companies Ordinance, 1984 (*now Companies Act 2017*), with its office at 3rd Floor, TF Complex, 7 Mauve Area G-9/4, Islamabad.”
- 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”** 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.
- l. **“EPAD”** referred to online procurement solution of PPRA (<https://eprocure.gov.pk/>)

IGNITE (The Company)

Ignite, hereafter referred to as the “Company” has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the Companies Act, 2017 (Former Companies Ordinance 1984) by the Ministry of IT & Telecom, Government of Pakistan. The Company is mandated to fund research and development in Information and Communication Technology (ICT), and its commercialization, with the mission to transform Pakistan’s economy into knowledge-based economy. Further information about the Company is available at 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. The technical & 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 proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the company. The 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 scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding 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, 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 agreement in order to ensure better & smooth delivery of the items.

In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing 01 month 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

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) and all payments will be made in PKR. Price shall be quote per item bases.

5.3 Period of Validity of Proposal

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

5.4 Supporting Documents

While preparing the Technical Proposal, the bidding firm shall ensure that it provides the Company with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria.

5.5 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

5.6 Proposal Documents

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

Technical Proposal
<p>The Technical Proposal is to consist of the following:</p> <ul style="list-style-type: none">a) Checklist (Mandatory Documents required with the Proposal) – Page 2b) Technical Proposal Submission <i>Form B1</i>c) Firms/Bidders Profile - <i>Form B2</i>d) Firm’s competence and experience in completing projects of a similar nature in a timely and efficient manner - <i>Form B3</i>e) Proposed methodology & timeline <i>Form B4</i> <p>Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum five of their most relevant/similar nature assignments for technical evaluation using the prescribed format.</p> <p>Technical proposal should not contain any financial information.</p>
Financial Proposal
<p>The Financial Proposal is to consist of the following:</p> <ul style="list-style-type: none">a) Financial Proposal submission Form– <i>Form C1</i>

5.7 Bid Security

Bid security of **PKR 200,000/-** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE- National Technology Fund (FTN/NTN: 2939308-6) is to be provided to the company at the time of technical bid opening.

5.8 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. All prices must be quoted in PKR. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The most advantageous bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.

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 the 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 will lead to rejection of the proposal.*

6 Submission, Receipt, and Opening of Proposal

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

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 should respectively be in the attached format (Form B1 & C1) 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 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.

For correspondence with the company following may be contacted:

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.

- 6.7 Bidders must submit their proposals to the Company on EPADs before or on submission deadline mentioned in the RFP document.
- 6.8 Company will not receive proposals in hard form
- 6.9 Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- 6.10 Company shall open the Technical Proposal submitted on EPADs thirty minutes after the submission deadline.

6.11 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	October 23, 2024
2	Deadline for receiving queries / questions	October 28 , 2024
3	Response to queries/questions related to RFP	October 29, 2024
4	Proposal Submission Deadline	November 07, 2024 1500 Hrs
5	Opening of Technical Proposals on EPADs (in front of bidders present at 3rd Floor 7 Mauve Area, TF Complex, G-9/4, Islamabad)	November 07, 2024 1530 Hrs
6	Opening of Financial Proposals on EPADs (in front of bidders present at 3rd Floor 7 Mauve Area, TF Complex, G-9/4, Islamabad)	TBC
7	Award of Contract	TBC

7 Proposal Evaluation

7.1 From the time the Proposals are opened to the time evaluation report is announced, the 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.

7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

7.3 Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry **70%** and financial evaluation will carry **30%** weightage.

8 Evaluation of Technical Proposals

8.1 During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 35 out of 50 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

8.2 Financial proposals of those Bidders obtaining less than 35 marks out of 50 in Technical Evaluation shall remain un-opened. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

S#	Technical Evaluation	Total Marks	Sub Marks
a.	Firm Profile (Registered age, Location, Number of Employees and Financial position) – (Form B2) <ol style="list-style-type: none"> 1. Registered Age, Number of Employees, Goodwill 2. Financial Position 3. Client list 4. Level of partnership with principal/manufacturer/OEM 	14	<p style="text-align: right;">03</p> <p style="text-align: right;">04</p> <p style="text-align: right;">03</p> <p style="text-align: right;">04</p>

b.	Relevant Experience of the Firm/Bidder - (Form B3) 1. Experience of successfully completed similar assignments	6	06
c.	Proposed methodology and time line – (Form B4) 1. Features and technical support SLA 2. Quality of solution, brand goodwill, local presence 3. Delivery timeline (weeks)	30	15 10 05
Total Marks		50	
Minimum qualification score (70%)		35	

Note: It is the responsibility of the bidders to ensure provision of sufficient documents to the company, along with the proposal, to evaluate the bids solely on the basis of the documentation submitted.

9 Financial Proposals

9.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders by issuing “Technical Evaluation Report” in EPADs, Company will announce the date, time and location for opening the Financial Proposals, within the bid validity period on EPADs. Bidder’s attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested bidder sufficient time to make arrangements for attending the Financial opening.

9.2 Before opening of financial bid, technical score of qualified bidders shall be read aloud during financial bid opening session.

A Financial Evaluation Committee shall evaluate the Financial Proposal. If any discrepancy arises between the "**total**" amount and the partial amount, the “total” amount shall prevail. If any discrepancy arises between “**word**” representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal

9.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

9.4 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 50 points.

10 Combined Score

10.1 Technical Score (St) of qualified bidder shall be added to financial score.

10.2 Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 30.

10.3 Combined Score (Total Score) = St + Sf

10.4 All bidders will be ranked based upon the combined technical and financial score.

11 Award of Agreement

After completing required documentation / process the Company shall award the Agreement to the selected bidder (highest score). Please note that any stamp duty, registration fees, or any other charges or levies, wherever applicable, in relation to the execution, performance, or registration of this Agreement, shall be the sole responsibility of the Service Provider/Vendor/Supplier (successful Bidder) or any other party entering into this Agreement with Ignite. Ignite shall not be liable for any such costs or expenses.

12 Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule no. 41 read with rule 35.

13 Conflict of Interest

Without limitation on the generality of the foregoing, bidder shall be considered to have a conflict of interest and shall not be recruited 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 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.

14 Fraud and Corruption:

14.1 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;

14.2 “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.

14.3 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.

15 Clarification Request/Amendment

15.1 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.

15.2 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

16 Overview

Company invites proposals from qualified, registered and well reputed companies for “**Renewal and Upgrade of Endpoint license**” of TrendMicro solution already deployed, as per guidelines mentioned in this RFP.

Terms of Reference

1. Delivery of solution as per mentioned in **Annexure A**.
2. Training from principal software vendor, at its authorized training facility only

17 Outputs/Deliverables

Deliverable 1: Delivery of Endpoint licenses as per this RFP

Deliverable 2: Installation of upgraded module including integration with current system

Deliverable 3: Locally available Technical support for one year

PART C – FORMS TO BE SUBMITTED WITH THE PROPOSAL

Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

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

B4. Proposed Methodology & Timeline

B1. Technical Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite (The Company)

3th Floor, TF Complex, 7 Mauve Area,

G-9/4, Islamabad, Pakistan.

Tel: +92-51- 910-7441-46

Cell: +92-306-199-1234

Fax: +92-51- 910-7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services of "XXXX" in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal.

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:

Email:

B2. 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	Present Status of the Assignment/ Project

B4-Proposed methodology and Timeline

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite(The Company)

3th Floor, TF Complex, 7 Mauve Area,
G-9/4, Islamabad, Pakistan.

Tel: +92-51- 910-7441-46

Cell: +92-306-199-1234

Fax: +92-51- 910-7447

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 (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.

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:

Email:

Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

Annexure A

Scope of Work for Endpoint protection solution renew and upgradation:

Description	Term	Quantity
Trend Vision One – Essential Security (Essential) with XDR	One year	85
Implementation/upgradation with existing installation	N/A	85
Official Training at authorized training center for one person	3 days	01

Annexure B

Note – 1: Any stamp duty, registration fees, or any other charges or levies, wherever applicable, in relation to the execution, performance, or registration of this Agreement, shall be the sole responsibility of the Service Provider/Vendor/supplier (successful Bidder) or any other party entering into this Agreement with Ignite. Ignite shall not be liable for any such costs or expenses.

AGREEMENT FOR ENDPOINT PROTECTION LICENSE RENEWAL/UPGRADE

This Agreement for Endpoint Protection License Renewal/Upgrade (the “**Agreement**”) is made at Islamabad on this _____, 2024:

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 7 Mauve Area, TF Complex, 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**), having its **CUIN**. _____, with its registered Office 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 the “Endpoint Protection License Renewal/Upgrade” for the financial year 2024-2026 and published their intent via RFP [REDACTED];

AND WHEREAS the Supplier is carrying a business with respect to Endpoint Protection License Renewal/Upgrade and submitted their bid dated [REDACTED], which was accepted by the Company after following due procurement process;

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:

Services by the Supplier

1. The Supplier shall provide the Services related to the “Wi-Fi System Upgrade”, including _____ year of support, as detailed in Part B- Terms of Reference of the RFP (the “**Services/Requisite Items**”) to the Company. The Supplier shall perform or provide these Requisite Items/Services 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/Services to the Company in accordance with the proposal submitted by the Supplier on or before _____ “Annexure-A”.
3. The Supplier shall have to deliver at its own cost any and all the Requisite Items as required from time to time and on need basis at the official premises of the Company.
4. The Supplier shall be responsible for full replacement of all defected, tampered and/or Dead on Arrival (“DOA”) items and will provide immediate replacement within _____ days, of all such devices.

Representations and Warranties

5. The Supplier represents, warrants and undertakes that:
 - a) The Supplier is legally recognized entity to enter into the Agreement with the Company and perform its obligations as laid down herein;
 - b) the **Solution (Software/services)** to be provided to the Company shall totally and entirely conform to the terms and conditions of the Agreement and that the Supplier has the power and authority to enter into and perform its obligations under this Agreement;
 - c) if required, obtain all governmental consents, permits, approvals and specifications necessary for the timely provisioning of the **Solution (Software/Services)**;

Term & Contract value

6. This Agreement shall remain valid from _____ (“Term”) unless otherwise terminated by the Parties in accordance with clause 10 of this Agreement. This Agreement is further extendable for another Term on such terms and conditions as mutually agreed in writing by the Parties.
- 6.1 The total value for the purposes of this Agreement is _____ as submitted by the Supplier in his financial proposal. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on Supplier, its subcontractors and collaborations under the Pakistani law.

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 any Requisite Item not meeting the quality required by the Company or in case it does not comply with the samples / description or standards provided or as agreed by the Supplier.

Termination of Agreement

10. 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. The Supplier shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of suspension or termination. Should the Supplier desire to terminate this Agreement, written notice of thirty (30) days shall be required.

Successors and Assigns

11. 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 a written 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

12. 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.
13. 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.

Force Majeure

14. 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, 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).
15. 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 Clause 16 must notify the other Party of the nature and extent of the circumstances in question as soon as practicable.
16. The aforementioned Clause 16 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.
17. If any circumstance relied on by either Party for the purposes of Clause 16 continues for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

Indemnity:

18. Both Parties shall fully indemnify and hold the other Party 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 either Party 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

19. 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.

Arbitration

20. 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 within thirty (30) calendar days, then all such dispute(s) shall be finally settled by arbitration to be held under the Arbitration Act, 1940 and the rules thereunder. The sole arbitrator shall be appointed as 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 be responsible for the cost of preparing and presenting its own case and the fee of the Arbitrator shall be paid equally by the Parties.
21. 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.

Confidentiality

22. 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.
23. 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.
24. 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 for a period [redacted].

Miscellaneous

25. 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.
26. 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.

27. Any notice to be given hereunder shall, save as otherwise agreed in writing or provided for in any specific clause of this Agreement, shall be given in writing by registered mail, acknowledgement due, or by fax. The addresses and fax for service of the Parties hereto shall be:

In the case of: Ignite

Name: _____

Designation: _____.

Address: 3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad.

Phone No. 051-9107441-46

Email Address: _____.

In the case of: [Supplier]

Name:

Designation: _____

Address:

Phone No:

Email:

or such other address or fax number as any Party may be notified in writing by the other Party. No such notice shall be effective unless or until actually received as aforesaid.

28. 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.
29. 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.
30. This Agreement shall be signed in two counterparts and each shall be considered as an original and one & the same document.

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: _____.

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date:

Date:

Witness - 1

Witness – 1

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Witness - 2

Witness - 2

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Note - 2: 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.