

REQUEST FOR PROPOSAL (RFP)

DIGITAL PAKISTAN SPEED PROGRAMMING COMPETITION 2024

No. IGNITE/SPC/2023-24/0014/PROC

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1 Mandatory Eligibility Criteria Checklist

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

#	Mandatory Eligibility Criteria Checklist	Mark <input type="checkbox"/> / X
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 Certificate of FBR, PRA, SRB, BRA & KPRA (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.	In case of bid being submitted as consortium/Joint Venture (JV), attach consent letter of each partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
7.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer's list serial number (Active Taxpayers List (ATL) is downloadable from FBR's website) is also to be mentioned.	
8.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name "TECHNICAL PROPOSAL – Digital Pakistan Speed Programming Competition 2024"</u></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy must be submitted with one soft copy of the original technical proposal in USB flash drive. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p>	

9.	<u>Envelope #2 shall clearly bear the name “FINANCAL PROPOSAL – “Digital Pakistan Speed Programming Competition 2024”</u> Financial Proposal in hard copy must be submitted with one soft copy of the same in USB flash drive. 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.	BID Security of PKR 400,000/- to be placed in Envelope # 1 along with mandatory documentation.	
11.	Tender documents will be received only from those firms who are registered with PPRA for e-procurement on EPADS system.	

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

2 Definitions

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

Bidder	A firm, agency or party or consortium which will submit proposal in response to this RFP
Company	Ignite, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at TF Complex, G-9/4, Islamabad, Pakistan
Consortium /Joint Venture	Consortium is an association of more than one legal entity, which have come together to jointly respond to the RFP. A Joint Venture is an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/join venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
University/Organizations	A facility providing best practices, research, support, training and other services in programming.
Date of Issue	The date on which the RFP titled “ <i>Digital Pakistan Speed Programming Competition 2024</i> ” is issued by Company to solicit bids from potential Bidders
Draft Service Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure-B)

Terms of Reference (ToR)	The description of formal work & activities under the “Digital Pakistan Speed Programming Competition 2024” 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 “Digital Pakistan Speed Programming Competition 2024” 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.

3 Ignite

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

4 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.

5 Bidding Document

5.1 Contents

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

Submission of Technical and Financial Proposals against RFP document means in principle acceptance of attached Draft Agreement by the Bidder. During negotiations with successful Bidder only minor changes, proposed by the Bidder, can be made in the attached agreement. Company reserves the right to accept

or reject any proposed changes by the successful bidder. Company reserves the right to make changes to the draft contract in order to ensure better & smooth implementation of the project.

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

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

6 Preparation of Proposal

6.1 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.

6.2 Proposal Currency

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

6.3 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.

6.4 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.

6.5 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.

6.6 Proposal Documents

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

Technical Proposal:

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

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

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

Financial Proposal:

Financial Proposal must consist of the following:

- a) Financial Proposal Submission – Form C8

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

6.7 Bid Security

Bid security of PKR 400,000 in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE-National Technology Fund (FTN/NTN: 2939308-6) is to be placed in Envelope#1 along with the mandatory documentation

6.8 Taxes

Quoted costs should be inclusive of all applicable (direct & indirect/duties/levies) taxes. Omission if any shall be the sole responsibility of the bidder. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR.

Bidders registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax are eligible to provide services to the Company. Bids of all those who are not registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax shall be rejected.

If bidder is not in ATL (FBR for income tax & respective revenue boards for sales tax) at the time of payment,

then the payment shall be stopped till he files his mandatory returns and appears on ATL.

The Company shall deduct tax (Income tax & Sales tax) at the rate prescribed under the tax laws of Pakistan i.e. Income Tax Ordinance 2001 & respective Sales Tax Acts, from all payments for supply/services rendered by any bidder who accepts the Purchase order or signs agreement.

6.9 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 will lead to rejection of the Proposal.

7 Submission, Receipt, and Opening of Proposal

- 7.1. 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.
- 7.2. The original Proposal shall contain no interlineations or overwriting. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form C1 & C7) in separate envelopes.
- 7.3. 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.
- 7.4. 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.
- 7.5. Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 7.6. One **USB flash drive** 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 flash drive containing Technical Proposal, the entire Proposal shall stand rejected.
- 7.7. The Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** followed by the name of the assignment **"Digital Pakistan Speed Programming Competition 2024"** 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 **“Digital Pakistan Speed Programming Competition 2024”** 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.

- 7.8. 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, TF Complex, 7 Mauve Area, G-9/4, Islamabad
EPADS	All bids are to be submitted on EPADS at: https://eprocure.gov.pk

- 7.9. 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 in 7.13 sr. # 5 in this Bidding Document.
- 7.10. Any Proposal received by the Company after the deadline and specified time for submission shall be returned unopened.
- 7.11. 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.
- 7.12. 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.
- 7.13. **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	March 25, 2024

#	ACTIVITY/MILESTONE	TIMELINE
2	Deadline for receiving queries / questions	March 29, 2024 03:00 pm
3	Response to queries/questions related to RFP	April 1 st , 2024
4	Pre-bid online session	April 05, 2024 11:30 am
5	Proposal Submission Deadline	April 23, 2024 3:00 pm
6	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	April 23, 2024 3:30 pm
7	Opening of Financial Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	TBD*
8	Award of Contract	TBD

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

8 Evaluation and Award Process

8.1 Evaluation of Proposals

- 8.1.1. 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.
- 8.1.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 8.1.3. Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

8.2 Evaluation of Technical Proposals

- 8.2.1. 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 70 out of 100 marks (70%) in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.
- 8.2.2. Financial Proposals of those Bidders obtaining less than 70 marks out of 100 (70%) in Technical

Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate Technical Proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Sub Marks	Total Marks
I.	Firm/Bidder Profile (Registered age) – (Form C2) <ol style="list-style-type: none"> 1. Registered Age (Lead Bidder) <ol style="list-style-type: none"> a. 7+ Years (10 Marks) b. 3 to 7 Years (7 Marks) c. Less than 3 Years (2 Marks) 		10
II.	Relevant & General Experience of the Firm/Bidder - (Form C3-A to C3-B) <ol style="list-style-type: none"> 1. Experience of similar projects (Programming Competitions) <ol style="list-style-type: none"> a. 3 Marks per local Project for maximum up to 15 Marks b. 5 Marks per conducted International Project for maximum up to 10 Marks 2. Experience of developing general nature projects somewhat similar to scope outlined in this project. <ol style="list-style-type: none"> a. 1 Mark per local Project for maximum up to 7 Marks b. 2 Marks per International Project for maximum up to 8 Marks 	15 10 7 8	40
III.	Qualification and Competence of the proposed Project Team, Proposed Approach & Research Methodology, Understanding of the Terms of Reference, Proposed Timelines and Work Plan – (Form C4, C5) <ol style="list-style-type: none"> 1. Proposed Methodology, Design & Project Plan <ol style="list-style-type: none"> a. Completeness in Understanding of Project Requirements & Terms of Reference (5 marks) b. Proposed Methodology, Competition Platform, Problem set details, judging system including feedback of participants on challenges (20 Marks) c. Project Time Management Plan (5 marks) 2. Qualification and Experience of the proposed Project team 	30 20	50
	Total Marks		100
	Minimum Qualification Marks Required (70%)		70

All Bidders will also be invited for a mandatory presentation. Date and time for the presentation

will be communicated to Bidders whose technical proposals are found to be legally compliant and whose proposals are accepted for evaluation purposes.

8.3 Financial Proposal

- 8.3.1. 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.
- 8.3.2. 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.
- 8.3.3. 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.
- 8.3.4. A Financial Evaluation Committee shall evaluate the Financial Proposal. If any discrepancy arises between the "**total**" amount and the partial amount, the "total" amount shall prevail. If any discrepancy arises between "**word**" representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal.
- 8.3.5. Quality and Cost Based Selection (QCBS) method will be used for evaluation of Proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

8.4 Combined Scores

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

8.5 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.

9 Availability of Skilled Resources

- 9.1. 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.

- 9.2. 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.

10 Confidentiality

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

11 Conflict of Interest

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

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

12 Fraud and Corruption

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

13 Clarification Request/Amendment

- 13.1. 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.
- 13.2. 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.


```
for (var i = 0, l = allChars.length; i < l; i++) {  
  (function(i, char) {  
    setTimeout(function() {  
      newString += char;  
      thhis.text(newString);  
    }, i * typingSpeed);  
  })(i, allChars[i]);  
}
```

PART – B: TERMS OF REFERENCE (TOR)

14 DIGITAL PAKISTAN SPEED PROGRAMMING COMPETITION 2024

14.1 Overview of the competition

The Digital Pakistan Speed Programming Competition 2024 is an extra-curricular, competitive programming contest for students, professionals and startups. Whether it's a game or real-life, challenges exist everywhere. The brain teaser games not only help in becoming a good problem solver but also help in accepting the challenge and acquiring skills under pressure. For those who really enjoy solving complex problems and dealing with challenging things in life than jumping into programming is the best career option for them.

To this end, Ignite is looking forward to organizing a nationwide speed programming based competition. The competition will be of 6 hour's duration. The preferred languages for the competition are JAVA, C/C++/.Net, and Python.

This competition will provide opportunities to interact, demonstrate, and improve teamwork, programming, and problem-solving skills. The platform is for academia, industry, and the community to shine the spotlight on and raise the aspirations of the next generation of computing professionals as they pursue excellence.

14.2 Objectives of the competition

Skill Development: One of the primary objectives of programming competitions is to help participants improve their coding and problem-solving skills. These competitions typically involve solving complex algorithmic and coding problems within a limited time frame, which challenges participants to think critically and optimize their code.

Competition: These competitions foster a spirit of healthy competition among participants. Competing against others can be motivating and encourage individuals to strive for excellence. They also provide an opportunity for participants to meet like-minded individuals and build a sense of community.

Identifying Talent: Many tech companies and educational institutions use programming competitions as a means to identify talented individuals. Winners and high-performing participants in these competitions may receive job offers, scholarships, or other opportunities.

Problem Solving: Participants in programming competitions are presented with a variety of challenging problems that require creative problem-solving. These problems often have real-world applications, and solving them can improve participants' ability to tackle complex issues in their future careers.

Time Management and Pressure Handling: Programming competitions are known for their time constraints, which require participants to manage their time effectively and work efficiently under pressure. These skills are valuable in various professional settings.

Exposure to New Technologies: Some competitions introduce participants to new technologies, languages, or tools. This exposure can broaden participants' skill sets and make them more versatile programmers.

Community Building: These competitions often have a strong community aspect, where participants can connect with others who share their passion for coding. This can lead to collaborations, knowledge sharing, and mentorship opportunities.

Promoting Innovation: By presenting participants with novel and challenging problems, programming competitions encourage innovative thinking and the development of novel algorithms and solutions.

International Representation: In some cases, national programming competitions serve as qualifiers for international programming competitions such as the ACM ICPC (International Collegiate Programming Contest), which brings together top programming talent from around the world.

14.3 Format of the Competition

The event will be a team-based programming competition that fosters problem-solving, programming and team work skills amongst the participants. The competition will be held in phases—One day training session in 6 cities followed by online filtering round for shortlisting of 50 teams for the on-site final round. The winners will be selected based on score of the contest. The final competition will be observed by the local and International observers.

14.4 Scope of Work

The proposed Programming Competition is a speed programming contest for programming experts in which the participants will solve computer problems. Typically, these competitions are team-based and attract a diverse range of participants, including students, enthusiasts, and professionals. The duration of this competition will be 06 hours. The winning team or individual scoring the most points at the online round will be qualified for the final round of the competition. Three Prizes will be awarded for first, second, and third places. In the interest of contest integrity and respect for the platform, ground rules will be shared with participants prior to the event.

14.5 Responsibilities of the Potential Bidder

Following are the main responsibilities of the competition to be addressed by the respective bidder:

- i. Provide necessary services in holding the trainings, online and on-site competitions
- ii. Provide on-site trainings at 6 locations (Quetta, Karachi, Lahore, Peshawar, Multan and Islamabad)
- iii. Prepare a set of unique well-defined coding challenges with varying difficulty levels
- iv. Necessary server platform (hardware + software) to manage the contest in real time
- v. An automated system to judge submissions based on correctness, efficiency, and execution time
- vi. Shortlist teams from online qualifying round and final round
- vii. Engagement of the judges/system personnel
- viii. Provide travel tickets, boarding and lodging for participating teams (approx. 50 teams) for final competition

- ix. Provide travel tickets, boarding and lodging, and honorarium to International observers, problem setters, trainers and system admins
- x. Facilitate the qualified team to compete in a well-renowned international competition
- xi. Provide all data and reports containing scores and activity details of participating teams
- xii. Conduct the final round and submit data collected for the purpose of analyzing the results, ranking of top 10 teams
- xiii. Final report of complete competition
- xiv. Arrange meals/refreshments for participating teams coming for final competition for 3 days
- xv. Provide promotional material (P-Caps: 200, Laptop stickers: 1000, Polo T-Shirts: 200, Pens:200, Writing pads: 200) for participants of final round

14.6 Registration of Participants

Participating in this challenge is free of cost. The link of registration webpage will be communicated to the community through print and social media channels.

14.7 Event Venues

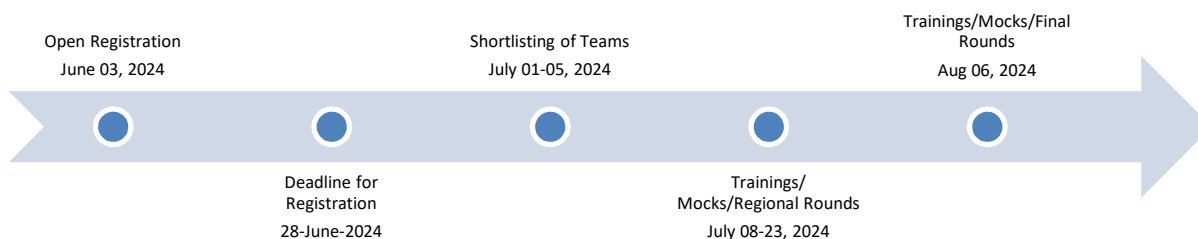
The training sessions will be held at provincial level at following locations:

- Karachi (Sindh)
- Lahore (Punjab)
- Quetta (Baluchistan)
- Peshawar (KPK)
- Multan (Punjab)
- Islamabad (Federal)

14.8 Expected Participants

1. Computer Science/Engineering Students
2. Professionals (beginners, mid-careers)
3. Freelancers of Digi-skills
4. Startups

14.9 Proposed Timelines



14.10 Deliverables

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

- a) **Deliverable 1:** Setting up the environment for Competition and make it available for Testing and final approval from management committee
- b) **Deliverable 2: Launch of Regional training rounds of competition in major cities** of registered teams
- c) **Deliverable 3: Online Filtering round to shortlist 50 teams from Registered teams.** Preparation of teams qualified for the final round and prepare report containing complete log, score and activity details of participating teams of regional round
- d) **Deliverable 4: Final Round:** Conduction of final round and submission of data collected for the purpose of analyzing the results. Ranking of top 3 top teams
- e) **Deliverable 5: Final Report:** The report covers project activities, deliverables completed, results, problem sets, inputs/outputs, leader boards, lesson learnt, challenges, and future recommendations

14.11 Project Duration/Timeline

Successful Bidder is required to conduct the event in the 3 months.

15 Project Duration/Timeline

Tentative schedule for disbursements is given below:

S #	Project Milestone	Amount Payable
1	Deliverable 1	20%
2	Deliverable 2	20%
3	Deliverable 3	20%
4	Deliverable 4	20%
5	Deliverable 5	20%

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

16 Copyrights

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

```
for (var i = 0; i < allInputChars; i++){  
  (function(i, char){  
    setTimeout(function() {  
      newString += char;  
      thhis.text(newString);  
    }, i*typingSpeed);  
  })(i+1, text[i]);  
}
```

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, TF Complex, 7 Mauve
Area G-9/4, Islamabad.
Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of “**Digital Pakistan Speed Programming Competition 2024**” 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: <ol style="list-style-type: none"> Registered age of Firm Names of Owners/ CEO/ Directors/ Partners/ Managers 	
2.	<ol style="list-style-type: none"> Location of Firm office/sub office Number of relevant employees including their Names & Designations, Contact Numbers & Branch contact numbers 	
3.	Financial Position <ol style="list-style-type: none"> Name of Banks Certificate of Financial position Tax Registration (NTN/STN/FTN) 	

C3. Relevant Experience of the firm/Bidder

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

Describe the projects in areas relevant to the assignment only.

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

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

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

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

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

C4. Key Team Members

Attach CVs of all team members.

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

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

(including Understanding of the project requirements, proposed methodology of training sessions, details of competition platform, details of Problem set and scoring mechanism with respect to difficulty level, Leaderboard features; including activities, deliverables, project time management plan, proposed quality assurance mechanism and M&E Plan, Risk Plan etc.)

C6. Roles and Responsibilities of Consortium/JV Partners

Applying As:

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

Lead Partner Details:

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

Partner – 1:

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

Partner – 2:

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

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

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

Financial Proposal - Standard Forms

C7. Covering Letter

[Location, Date]

To:

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

Sir,

We, the undersigned, offer to provide services for execution of **Digital Pakistan Speed Programming Competition 2024** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

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

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

C8. Summary of Cost

Sr. #	Description	Amount (PKR)
a.	Total Cost [Including: a) Competition environment (Hardware, Software) and challenges development, b) B&L of team and international observers, c) B&L of teams for final competition, d) food and beverages of participating teams for final for 3 days, e) trainers' cost, f) promotional material: P-caps (200), laptop stickers (1000), pens (200), writing pads (200) and Polo T-shirts (200)]	
b.	Applicable Taxes	
c.	Grand Total (a+b):	

Annexure – A

Single Stage Two Envelope Procedure for Bidding Public Procurement Rules 2004

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

Annexure – B

DRAFT – SERVICE AGREEMENT FOR DEVELOPMENT OF RFP - DIGITAL PAKISTAN SPEED PROGRAMMING COMPETITION 2024

This Agreement for “**Service to Manage Digital Pakistan Speed Programming Competition 2024**” (the “**Agreement**”) is made at Islamabad on this **[Insert the date]** day of **[Insert Month]** 2024.

Between

Ignite, 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

WHEREAS

- A. The Company requires Services in relation to manage Speed Programming Competition 2024 across Pakistan in the planned cities as mentioned in TOR’s of RFP.
- B. The Service Provider agrees to provide Services to manage **DIGITAL PAKISTAN SPEED PROGRAMMING COMPETITION 2024** (hereinafter referred to as “**Competition 2024 Project**”) in accordance with the terms described in the RFP which is attached herewith to this Agreement as **Annexure A**.
- C. All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.
- D. 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. Against the provision of satisfactory and acceptable Services, the Service Provider shall receive agreed compensation as provided in the “**Payment Schedule**” attached herewith as **Annexure-B**.

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 **“AGREEMENT DOCUMENTS”** means the documents listed in **Article 5** of this Agreement.
- 1.2 **“APPROVED”** or **“APPROVAL”** means approved in writing by the Company and/or the Service Provider.
- 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 RFP under the heading **“Scope of Work”** therein attached herewith as **Annexure-A**.
- 1.5 **“INTELLECTUAL PROPERTY RIGHTS”** means rights in intellectual property arising from the Scope of Work, deliverables, reports, or work related to the Project provided by the Service Provider.
- 1.6 **“Participant(s)”** means an individual registered on a designated portal by Ignite and selected accordingly for participation in the Digital Pakistan Speed Programming Competition 2024.
- 1.7 **“Project”** means Digital Pakistan Speed Programming Competition 2024.
- 1.8 **“REQUEST FOR PROPOSAL”** or **“RFP”** means the request for proposal titled **[Insert Title Of RFP]** issued dated **[Insert Date]** by the company for the purpose of this Agreement.
- 1.9 **“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 in Part B (Terms of Reference) and attached herewith as **Annexure A**.
- 1.10 **“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.

4 PRIMARY CONTACTS

The Parties shall appoint one (1) individual within their organizations to serve as the primary contact between each other in order to receive or provide any requisite assistance or support.

[Please insert details including name contact No. email etc. of the Primary Contact of Ignite]

[Please insert details including name contact No. email etc. of the Primary Contact of Service Provider].

5 AGREEMENT DOCUMENTS

The Recitals to the Agreement 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) **Annexure-A** i.e., the RFP;
- iii) **Annexure-B** i.e., the Payment Schedule;
- iv) **Annexure-C** i.e., the Deliverables; and
- v) Subsequent Amendments, if any.

6 EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective from [xxxx] and shall remain valid until [xxxx] (“Term”) unless terminated earlier in accordance with the terms of this Agreement. The Agreement can be extended 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.

Regardless of any provision in this Agreement, if the Project is not completed within the stipulated Term, the Agreement shall automatically extend beyond the Term's expiry date. The Service Provider will be obligated to continue providing Services under the same terms and conditions outlined in Annexure-A. This extension shall be formally approved in writing by both Parties, specifying the duration, referred to as the “**Extended Term**”.

7 CONFIDENTIALITY

- 7.1** 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.

7.2 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.

7.3 Both Parties agree that, regardless of the expiration or termination of the Agreement for any reason, the provisions concerning Confidentiality shall remain in effect for five (5) years after the Agreement's expiry or termination or unless the Parties agree otherwise to discontinue its effect.

8 INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that any and all intellectual property rights generated as a result of the performance of Services under this Agreement, including the Scope of Work provided in this RFP, shall be the absolute property of the Company.

9 TAXES AND DUTIES

The Service Provider shall fully comply with all applicable tax laws in Pakistan, including rules, regulations and other requirements. The Company is authorized to deduct, at the source, any withholding tax obligations as required by the prevailing tax laws of Pakistan.

10 ASSIGNMENT AND SUB-CONTRACT

The Service Provider shall not alter, assign, or subcontract any part of this Agreement without obtaining prior written consent from the Company. If such consent is granted, it shall not absolve the Service Provider of its obligations and liabilities under this Agreement. Furthermore, the Service Provider remains fully accountable for the actions, omissions, and performance of any subcontractors or assignees, as well as those of its own agents, employees, and personnel.

11 PRICES AND PAYMENTS

11.1 The total price of the Agreement including taxes shall not be in excess of PKR [xxx] **(Insert the amount in Words)**, inclusive of all applicable taxes.

11.2 The price of the Agreement set forth in Clause 11.1 above 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 Federal Board Revenue (FBR).

11.5 If bidder is not in ATL (FBR for income tax & respective revenue board for sales tax) at the time of payment, then the payment shall be stopped till he files his mandatory returns and appears on ATL.

12 TERMINATION

Termination for Default

12.1 The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default ("**Default Notice**") sent to the Service Provider, terminate this Agreement in whole or in part, if:

12.1.1 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;

12.1.2 the Service Provider fails to perform any other obligation(s) under the Agreement;

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

13 TERMINATION FOR CONVENIENCE

The Company reserves the right to terminate the Agreement, in whole or in part, at any time for its convenience, provided that it provides thirty (30) days' prior written notice to the Service Provider or after payment of a proportionate fee, subject to the Service Provider's satisfactory performance as determined by the Company.

14 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.

15 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.

16 INDEPENDENT CONTRACTORS

- 16.1 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).
- 16.2 The Service Provider, along with its employees, agents, or representatives, shall refrain from engaging in any activities that could reasonably lead any individual to believe that they are acting as employees, agents, or representatives of the Company.
- 16.3 Nothing in this Agreement shall be deemed to constitute a partnership or other profit-sharing agreement between the Parties.

17 **SURVIVAL**

Certain clauses of this Agreement, including but not limited to Indemnification, Confidentiality, and Dispute Resolution, as well as any other clauses inherently intended to extend beyond the termination or expiry of this Agreement, shall remain in effect for a period of Ten (10) years following such termination or expiry.

18 **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.

19 **DISPUTE RESOLUTION AND GOVERNING LAW**

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 for a period of 30 days, it shall then be settled by the sole arbitrator appointed by both the Parties as mutually agreed in accordance with the Arbitration Act 1940 and the rules made thereunder. 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 own 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.

20 **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement in two (2) counterparts and on the days and dates set forth above, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Signed for & on behalf of the Company

By: _____

Title: Chief Executive Officer

CNIC: _____

Date: ____/____/2024

Signed for & on behalf of the Service Provider

By: _____

Title: _____

CNIC: _____

Date: ____/____/2024

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 2

Signature: _____

Name: _____

Witness - 2

Signature: _____

Designation: _____

CNIC: _____

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.