

REQUEST FOR PROPOSAL (RFP)



CONDUCTING DIGITAL PAKISTAN CYBERSECURITY HANDS-ON WORKSHOPS 2024

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ignite.org.pk

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List of Abbreviations

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



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

1 Mandatory Eligibility Criteria Checklist

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

#	Mandatory Eligibility Criteria Checklist	Mark <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 (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 a bid being submitted as a consortium/Joint Venture (JV), attach a consent letter of each partner organization clearly specifying its roles and responsibilities in the project. The 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) worth Rs.100 or more that the Bidder is an active taxpayer and has submitted its tax return for the preceding fiscal year. Taxpayer'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 Cybersecurity Hands-on Workshops 2024"</u></p> <p>Two hard copies of the Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft copy of the original technical proposal in USB. Bidders are to make sure that the Financial Proposal is not part of the Technical Proposal in any form.</p> <p><i>*An additional hard copy of the Technical Proposal is not a mandatory requirement.</i></p>	

9.	Envelope #2 shall clearly bear the name “FINANCAL PROPOSAL – “Digital Pakistan Cybersecurity Hands-on Workshops 2024”	
	Financial Proposal in hard copy must be submitted with one soft copy of the same in USB. Soft copy must be in MS Excel format. (The hard copy and soft copy of the Financial Proposal must be sealed in Envelope # 2 and should not be part of the Technical Proposal in any form).	
10.	BID Security of PKR 500,000 to be placed in Envelope # 1 along with mandatory documentation	
11.	Conflict of Interest Form (Annexure – B)	
12.	Bidders should submit their proposal on EPADs https://eprocure.gov.pk In case a bid is not submitted on EPADs, it will not be accepted by the Company in hard form.	

Note: Bidders are required to submit a filled, signed & stamped copy of the above checklist along with the Proposal. All the supporting documents of the mandatory eligibility criteria shall be attached to the checklist in the same section of the technical proposal. Requirements 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 party or consortium that will submit a 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	The consortium is an association of more than one legal entity, which has 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 a bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
Computer Emergency Response Team (CERT)	Expert group that handles computer security incidents.
Center of Excellence (CoE)	A facility providing best practices, research, support, training, and other services in cybersecurity.
Cybersecurity	Protection of information systems (hardware, software, and associated infrastructure), the data hosted by them, and the services they provide, from unauthorized access, harm, or misuse.

Date of Issue	The date on which the RFP titled “ <i>National Cybersecurity Competition</i> ” is issued by the Company to solicit bids from potential Bidders
Draft Service Agreement	An agreement was concluded between the Company and the Successful Bidder. (Annexure B)
ISO 27001	Standard for Information Security Management is defined by International Standard Organization for managing information security in a company.
Terms of Reference (ToR)	The description of formal work & activities under the “National Cybersecurity Competition” to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company
Successful Bidder	A bidder who has been awarded the contract pursuant to the RFP titled “ <i>National Cybersecurity Competition 2024</i> ” and who shall be responsible for carrying out the study as per the requirements laid down in this document and in contract
Lead Bidder	The lead bidder is the lead entity, in case of consortium or joint venture that is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.

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 a 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 Deliverable 1-5 - Form C5
- g) Roles & Responsibilities of Consortium/JV Partners etc.– Form C6

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

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

Financial Proposal:

Financial Proposal must consist of the following:

- a) Financial Proposal Submission – Form C7
- b) Summary of Cost – 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

The Bid security amounting to PKR 500,000 in the form of a Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE National Technology Fund (FTN/NTN: 2939308- 6). The Bid security will be placed in Envelope #1.

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.

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 Cybersecurity Hands-on Workshops 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 Cybersecurity Hands-on Workshops 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

- 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. # 4 in this Bidding Document.
- 7.10. Any Proposal received by the Company after the deadline & 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	May 22, 2024
2	Deadline for receiving queries/questions	June 05, 2024 3:00 pm
3	Response to queries/questions related to RFP	June 07, 2024
4	Pre-bid online session (https://zoom.us/j/91022673791)	June 10, 2024 12:00 pm
5	Proposal Submission Deadline	July 01, 2024 11:00 am

6	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	July 01, 2024 11:30 am
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. All grants are considered for funding on a competitive merit basis. A selection committee comprising of experts will evaluate the selection of grantees based on the prescribed criteria, along with the technical strength of the applicant to ensure a successful and sustainable project. Funds will be provided to the successful individual as per defined payment schedule. The final reports should also include full audited financial details of expenditure incurred as part of the project. Ignite must be acknowledged in all publications/communications activities for the project.
- 8.2.2. During the technical evaluation no amendments in the Proposals shall be permitted. Each responsive Proposal will be given a technical score. If Proposal fails to achieve the minimum qualifying technical score indicated in the RFP document, it will not qualify for financial evaluation stage. Bidders who obtain at least 98 out of 140 marks (70%) in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.
- 8.2.3. Financial Proposals of those Bidders obtaining less than 98 marks out of 140 (70%) in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An

	a) Profile of the CTF exercises development team (10 marks) b) Profile of Trainer Team (15 marks) c) IT Infrastructure, Support, and Project Team (05 marks)		
IV.	Presentation by Bidders (Mandatory) Presentation of all proposed aspects of the project outlined in Evaluation Criteria as mentioned in Sections (I – V) above		
	Total Marks		140
	Minimum Qualification Marks Required		98 (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. The company shall notify Bidders who have secured a 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 a contract with Successful Bidder.
- 8.3.3. At the outset of the Financial Proposal Opening session, and before the actual opening of the Financial Proposal, a 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 the "word" representation of the amount and the numerical representation of the 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 the evaluation of the 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 on the combined technical and financial score.

8.5 Award of Agreement

After completing negotiations, the Company shall award the Agreement to the selected Bidder (highest ranked). After the 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 the Technical Proposal. In case of non-availability of any proposed professional staff during the contract period, the Bidder will provide a valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with the 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 the 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, the 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 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.



14 Statement of Purpose



14.1 Background and Introduction

Despite the growing space and sophistication of cyber threats, there are not enough people equipped with the appropriate knowledge, skills, and abilities to protect information technology for strategic advantage. The global risk report 2023, World Economic Forum (WEF) calls cybersecurity one of the top ten key threats of the immediate and next decade.

Pakistan has an emerging modern digital infrastructure and with the emergence of 3G/4G, Pakistan has 135 million broadband subscribers now, 8th in the world. Pakistan's Cyberspace is also at risk, and it is on the list of countries experiencing the most cyber-attacks. Currently, Pakistan has no real national platform to defend public and private organizations of the country from cyber-attacks. In order to overcome the threat to organizations and the emerging digital economy, it is high time to develop a strong cybersecurity capability.

Cybersecurity is a rapidly growing field with a global shortage of 3.9 million cybersecurity professionals (Cybersecurity Workforce study 2023). Pakistan can take a big share of this opportunity through training its graduates and professionals in tools and technologies related to cybersecurity.

Ignite organized Pakistan's first Cybersecurity Hackathon in 2021 followed by 2nd & the 3rd hackathons in 2022 and 2023 which have enhanced cybersecurity readiness, protection, and incident response capabilities of the country by conducting cyber drills in Capture the Flag (CTF) style in multiple cities.

There were 6 preliminary rounds in Islamabad, Lahore, Karachi, Quetta, Multan and Peshawar. Ignite team shortlisted 300 teams for regional rounds from 900 registered teams.

Last year, the hackathon also comprised ten 5 days of hands-on workshops in major cities of Pakistan. We got an overwhelming response and more than 1500 participants attended the sessions.

There is an appetite in the market due to the high demand for cybersecurity professionals. In order to entertain more participants and comprehensive training, Ignite has proposed community-based training in 2024.

14.2 Goals/Objectives

The main goals of conducting these hands-on trainings are as follows:

- Ignite hands-on workshops will be designed to equip the teams with the skills and expertise they need to proactively secure and protect the organizations, when on the job. Same as these skills and expertise will help them perform better in national-level cybersecurity hackathons.
- These workshops will be interactive and guided skill platforms for the teams that want to master Offensive, Defensive, and General cybersecurity techniques.
- These workshops will sharpen the skills and help to secure good cybersecurity jobs in the market.

15 Scope of Work

The proposed Cybersecurity Hands-on training will be held to raise the capability and knowledge base of the participants which is required to take the Digital Pakistan Cybersecurity Hackathon 2024 to the next level. We are expecting to engage 2500-3000 participants through training. The tentative venues will be Islamabad, Rawalpindi, Peshawar, Haripur, Gujranwala, Sialkot, Faisalabad, Lahore, Multan, Rahim Yar Khan, Sukkur, Hyderabad, Karachi, Mirpur, and Quetta. Each training session will be comprised of 3 days (approx. 30 to 40 hours of engagement sessions). However, Islamabad, Lahore, and Karachi will have 2 extra days of advanced training sessions. Ignite is responsible for providing venues, registration of participants, and promoting training activities on electronic and social media.

Major activities of the proposed training are:

- Formation of Core Technical Committee
- Development of Training Calendars (Includes: locations, groups, contents, etc.)
- Formation of Pool of Experts as Trainers
- Community Groups (Regional and Technology verticals)
- Training Contents and CTF Exercises
- Platforms for Hands-on Experience and Communication
- Identification of locations (Preferably Universities) for regular meetups
- Partners for Financial Support
- International Coordination with Cybersecurity community/platforms

Responsibility Matrix:

#	Ignite Responsibilities	Vendor Activities
1	Core Committee Formation	Pool of Trainers
2	Development of Training Calendar	Development of Training Calendar with Ignite team
3	Participants Group Formation	Development of Training Content and CTF exercises development

4	Identification of venues	Configuration of Training Platform
5	Engagement with Partners	Training Roll-out, Learning Assessment, and Feedback

These sessions aim to help learn practical content which would take the participants' skills to the next level. The content should cover the latest threat vector related to all major platforms like Windows, Linux, Mobile OS, etc.

The material should cover topics including but not limited to **OWASP Top 10, OSINT, Application Security, Malware Analysis, Incident Response, Digital Forensics, Network Security, AI Security, Blockchain, Cloud Security, Mobile Security and Exploitation.**

#	Topics to be considered	Brief Description of the Topic
1	Security Fundamentals	A strong understanding of security basics, including cryptography, networking, and operating systems, is essential for any cybersecurity professional.
2	Penetration testing methodologies	Ethical hackers must know how to conduct a penetration test properly, including reconnaissance, vulnerability identification, exploitation, and post-exploitation.
3	Web application security	The security of web applications is a critical concern for organizations, and ethical hackers need to understand the common vulnerabilities that can be found in web applications.
4	Network security	Network security is another essential area of expertise for ethical hackers, who need to be familiar with firewalls, intrusion detection and prevention systems, and other security technologies.
5	Social engineering	Social engineering is the art of manipulating people to divulge sensitive information, and ethical hackers must be able to identify and defend against these types of attacks.
6	Wireless network security	Wireless networks can be especially vulnerable to attack, and ethical hackers need to know how to secure wireless networks and identify vulnerabilities.
7	Cloud Security	Cloud computing is becoming increasingly popular, and ethical hackers must know how to assess the security of cloud-based systems.
8	Mobile device security	Mobile devices are a growing target for attackers, and ethical hackers must be able to identify and exploit vulnerabilities in mobile operating systems and applications.
9	Incident response	Ethical hackers must be able to respond quickly and effectively to security incidents, including malware infections, denial-of-service attacks, and other types of attacks.

Framework for Effective Training:

#	Phases	Description
1	Pre-Assessment	This step involves assessing the knowledge and skills of the individual who will be trained. This can include a baseline assessment of the individual's understanding of security principles, networking concepts, operating systems, and other relevant topics.
2	Training Planning	After the pre-assessment, a training plan is developed based on the individual's skill level and the specific areas of expertise required. This plan includes a mix of classroom training, hands-on labs, and self-paced study.
3	Classroom Training	Classroom training typically involves a structured learning environment with a certified instructor, where individuals learn about the concepts and principles of ethical hacking, security, and penetration testing.
4	Hands-on Labs	Hands-on labs provide practical experience in identifying and exploiting vulnerabilities. Labs can be conducted in a virtual environment or on a dedicated network, where individuals can practice techniques such as footprinting, scanning, and enumeration.
5	Self-Paced Study	The self-paced study includes online courses, tutorials, and practice exams that allow individuals to study at their own pace and focus on specific areas of expertise.

The following are the main responsibilities of the Hands-on Training to be addressed by the bidder:

- Design and development of the training content which will be shared with registered participants one week before the physical sessions.
- Setting up of cloud-based environment (including access to opensource/ International platforms) for hands-on practice. The purpose is to provide access to participants for practice even after the training for at least 1 year.
- The participants will be assessed at the completion of the sessions through an automated skill testing mechanism. Bidder needs to develop some challenges for the participants to earn a “Talent Certificate” on successful performance.
- Group of experts having experience in conducting hands-on training, social media presence, and known industrial personality (Recommended). It is preferable to have International trainers for conducting advance trainings.
- Experts will be engaged for 2 months for active engagement with the participants (Mentoring and problem-solving)
- Bidder can conduct parallel sessions in different cities (2 locations at a time)
- Bidder needs to capture participants’ activity log, and assessment of skills before and after the training sessions.
- Bidder needs to submit a report of feedback from the participants and recommendations for future training.
- Bidder needs to help Ignite build the cybersecurity community through effective engagement with the participants.

- The training material including content, logs, and training video lectures (to be prepared by the bidder) will be the property of Ignite.
- Bidder needs to engage staff to answer queries of participants during and after the sessions on designated mediums (Discord channel, Portal Email, etc.)
- Boarding and Lodging of staff and logistics to cover all venues.

15.1 Training Preparations

Ignite will announce the Hands-on Training workshops on the national print and electronic media and expects registration concerning 15 different cities. All venues will be universities of the respective cities. It is expected to have 100 to 150 participants at each location. In case, Ignite gets more registrations, filtering of the participants will be done based on the relevancy of the participant with cybersecurity during the pre-assessment phase. Ignite will announce the schedule of the sessions with the participants after a mutual discussion with the potential bidder.

The monitoring and control of the venues will be the responsibility of Ignite and a group of independent observers will be invited to gauge the quality of training material, delivery, and expert engagement with the participants.

15.2 Training Rollouts

The session will be approx. start at 10:00 am after the verification of registered participants. Each participant is expected to bring his laptop. The content will be already shared with the participant a week before the session on the Ignite portal. The training sessions will be recorded by the bidder for future lecture preparations. The participants will ask questions through a provided microphone in the hall, and discord channel which will be managed by bidder staff. The queries can be addressed preferably on the spot or can be responded to on Discord or email.

The most asked queries will be grouped and placed on the portal as “FAQ”.

The expert will share the contact details for future engagement with the participants for at least 2 months after the training sessions.

16 Deliverables

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

- Deliverable 1 (10 days after signing of contract):** Project Inception Report containing complete work plan and methodology including responsibilities of different team members, draft Table of Contents of Report, methodology, etc.
- Deliverable 2 (30 days after signing of contract):** Design and Development of training content for approval from the management committee which covers the latest threat vector in the dimensions mentioned above in the document.
- Deliverable 3 (37 days after signing of contract):** Setting up the environment for training and making it available for Testing and roll-out of sessions as per agreed-upon schedule.
- Deliverable 4: Final Report (60 days after signing of contract):** Final report of complete training sessions including content, video lectures, and any other material required for improvement of training in future.

17 Project Duration/Timeline

Successful Bidder is required to conduct the event in 3-4 months.

18 Payment Schedule

The tentative schedule for disbursements is given below.

S #	Project Milestone	Amount Payable
1	Mobilization Advance (against bank guarantee)	10 %
2	Deliverable 1	20 %
3	Deliverable 2	10 %
4	Deliverable 3	30 %
5	Deliverable 4	30 %

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

19 Copyrights

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



**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

AreaG-9/4, Islamabad.

Email:

procurement@ignite.org.pk Sir,

We, the undersigned, offer to provide the services for the execution of “**Digital Pakistan Cybersecurity Hands-on Workshops 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 the 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: <ul style="list-style-type: none"> i. Registered age of Firm ii. Names of Owners/ CEO/ Directors/ Partners/ Managers 	
2.	<ul style="list-style-type: none"> i. Location of Firm office/sub office ii. Number of relevant employees including their Names & Designations, Contact Numbers & Branch contact numbers 	
3.	Financial Position <ul style="list-style-type: none"> i. Name of Banks ii. Certificate of Financial position iii. Copy of audited Annual Accounts (of last 3 years) iv. Tax Registration (NTN/STN/FTN) 	

C3. Relevant Experience of the firm/Bidder

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

Describe the projects in areas relevant to this training 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. Relevant Experience of the firm/Bidder

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

Sr. #	Name of Client	Title of Assignment	Scope of Work and Period of Assignment (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.

- Profile of the CTF exercises development team (10 marks)
- Profile of Trainer Team (15 marks)
- IT Infrastructure, Support, and Project Team (05 marks)

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 & design, project execution plan, project time management plan, proposed quality assurance and feedback mechanism, 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 Cybersecurity Hands-on Workshops 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)	In-Kind Contribution (PKR)(if available)
1	HR cost		
2	Travel & lodging costs		
3	Cost for training Platform for 6 months		
4	Cloud services (incl bw, etc.) for 6 months and supporting Software costs		
5	Content development Cost		
6	Any other relevant costs		
7	Total		
8	Contingencies		
9	Applicable Taxes		
10	Grand Total:		

Annexure – A

Single Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

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

Annexure – B

CONFLICT OF INTEREST - DISCLOSURE FORM (To be printed on the company's letterhead)

In compliance with the mandatory requirement mentioned in the RFP for '**DIGITAL PAKISTAN CYBERSECURITY HANDS-ON WORKSHOPS 2024**' published by Ignite National Technology Fund (hereinafter 'Ignite' and/or 'Company'), I hereby confirm:

- ☐ I have no Conflict of Interest to disclose
☐ I have a potential Conflict of Interest to disclose and the details are mentioned hereunder:

Summary Information			
Date Raised:		Reference No.:	

Personal Information			
Name:		Title/Designation:	
Contact No.:		Company:	

Nature of Conflict	
Description:	

I hereby affirm that the above details/disclosure are true to the best of my knowledge, and no additional information/disclosure exists.

In case of any change to the above given information/disclosure, I will promptly notify the Company and complete a new conflict of interest disclosure form which describes the changes.

Signature: _____

Date:

Annexure – C

DRAFT - AGREEMENT FOR DEVELOPMENT OF RFP - DIGITAL PAKISTAN CYBERSECURITY HANDS-ON WORKSHOPS 2024

This Agreement is made in Islamabad on this _____ day of _____ of 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 Telecom Foundation Building, G-9/4, Islamabad, Pakistan (hereinafter referred to as “the **Company**”, which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns of the First part);

And

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

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

RECITALS

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

1 DEFINITIONS AND INTERPRETATIONS

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

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

- 1.1 “**SINGULAR AND PLURAL**” Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.
- 1.2 “**AGREEMENT DOCUMENTS**” means the documents listed in Article 5 of this Agreement.
- 1.3 “**DAY**” means calendar day of the Gregorian calendar.
- 1.4 “**DELIVERABLES**” means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the Scope of Work of the RFP.
- 1.5 “**SERVICES**” means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as Annexure A.

- 1.6 **"INTELLECTUAL PROPERTY RIGHTS"** means all deliverables or reports which arise as a result of the study
- 1.7 **"REQUEST FOR PROPOSAL"** means the request for proposal issued by the company for the purpose of this agreement

2 OBLIGATIONS OF THE COMPANY:

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

3 OBLIGATIONS OF THE SERVICE PROVIDER

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

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

4 PRIMARY CONTACTS

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

5 AGREEMENT DOCUMENTS

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

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

6 EFFECTIVE DATE OF AGREEMENT

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

7 CONFIDENTIALITY

The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, drawing, sample, or information furnished by or on behalf of either party in connection therewith, to any person other than a person employed by either party in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall only extend as far

as may be necessary for purposes of such performance.

- 7.1** Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.
- 7.2** Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Agreement and shall be continuing obligations unless the Parties agree to discontinue its effect.

8 INTELLECTUAL PROPERTY

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

9 TAXES AND DUTIES

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

10 ASSIGNMENT AND SUB-CONTRACT

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

11 PRICES AND PAYMENTS

- 11.1** The total price of the Agreement including taxes shall not be more than PKR xxx million.
- 11.2** The Agreement Price outlined in this Agreement is firm and final till the execution of this Agreement and receipt of entire services by the Company in acceptable condition.
- 11.3** No variation is acceptable to the Company except any price adjustment authorized by the conditions of this Agreement.
- 11.4** Applicable taxes will be deducted when processing payments and deposited with FBR.

12 DURATION OF AGREEMENT

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of 120 calendar days (4 months max) starting from the Effective Date of Agreement.

13 TERMINATION

Termination for Default

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

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

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

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

14 TERMINATION FOR CONVENIENCE

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

15 AMENDMENT

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

16 ENTIRE AGREEMENT

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

17 INDEPENDENT CONTRACTORS

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

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

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

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

18 SURVIVAL

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

19 INDEMNIFICATION

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

20 DISPUTE RESOLUTION

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

21 FORCE MAJEURE

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

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

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

Signed for & on behalf of the Company

By: _____
Title: Chief Executive Officer
CNIC: _____
Date: ____/____/2024

Signed for & on behalf of the Service Provider

By: _____

Witness – 1

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

Witness – 2

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

Witness - 2

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

Witness - 2

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

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