



Request for Proposal (RFP)

Giveaways for Digital Pakistan Cybersecurity Hackathon 2024

No. IGNITE/DPCHG/2024-25/0005/Proc.

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ignite.org.pk

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

1 Definitions

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

Bidder	A 'Bidder' refers to a legal entity, including a registered company, firm, agency, organization, or a lead entity/bidder acting on behalf of a consortium or joint venture (JV) partners, that submits a proposal in response to a Request for Proposals (RFP).
Company	Ignite, registered under Section 42 of the Companies Act 2017, (repealed Companies Ordinance, 1984) with its registered office at 3 rd Floor, TF Complex, G-9/4, Islamabad, Pakistan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.
Date of Issue	The date on which the RFP titled “Giveaways for Digital Pakistan Cybersecurity Hackathon 2024” is issued by Company to solicit bids from potential Bidders
Draft Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure B)
ISO 27001	Standard for Information Security Management defined by International Standard Organization for managing information security in a Company.
Terms of Reference (ToR)	The description of formal work & activities under the “Giveaways for Digital Pakistan Cybersecurity Hackathon 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 “Giveaways for Digital Pakistan Cybersecurity Hackathon 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.
Digital Pakistan Cybersecurity Hackathon 2024 Events	Digital Pakistan Cybersecurity Hackathon 2024 events includes Digital Pakistan Cybersecurity Hackathon 2024 Regional Qualifiers/Competitions, Grand Finale and Awards Ceremony.
Giveaways Items/Collateral	Giveaways items/collateral are tangible promotional items, that are distributed for free with the primary purpose of promoting Digital Pakistan Cybersecurity Hackathon 2024 and Ignite-National Technology Fund.

2 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 checked="" type="checkbox"/> in the Mark Column)	
3.	Proof of GST Certificate or Exemption Certificate	
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 checked="" 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> <u>Envelope #1 shall clearly bear the name “TECHNICAL PROPOSAL – Giveaways for Digital Pakistan Cybersecurity Hackathon 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. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form *Additional hard copy of Technical Proposal is not a mandatory requirement.</p>	
9.	<p><u>Envelope #2 shall clearly bear the name “FINANCIAL PROPOSAL – Giveaways for Digital Pakistan Cybersecurity Hackathon 2024”</u></p> <p>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 with formulas. (The</p>	

	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).	
10.	Bid Security of PKR 150,000/- to be placed in Envelope # 1 along with mandatory documentation.	
11.	<p>It is Mandatory for the bidders to submit their proposal on EPADs https://eprocure.gov.pk</p> <p>In case a bid is not submitted on EPADs, it will not be accepted by the Company in hard form.</p>	

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.

3 Ignite – National Technology

Ignite is dedicated to funding startups and innovative projects that leverage 4th industrial wave technologies to address local challenges and seize global opportunities in sectors such as health, education, energy, agriculture, telecom, and finance. With a national network of incubators across Pakistan, Ignite nurtures startups by connecting them with investors and corporations. Its flagship program, DigiSkills.pk, is aimed at equipping one million people with the skills needed for the future of work.

Since 2021, Ignite has been organizing the nationwide Digital Pakistan Cybersecurity Hackathon, which aims to raise awareness among the cybersecurity workforce by helping them assess their strengths and weaknesses in knowledge, skills, and abilities. Additionally, the National Grassroots ICT Research Initiative (NGIRI) promotes R&D and innovation at the grassroots level in Pakistan by providing financial support to selected Final Year Projects (FYPs) of undergraduate students enrolled in ICT-related disciplines across public and private sector institutions.

Through studies and stakeholder engagement initiatives, Ignite also aids public and private sector planning. Ignite's outreach activities are designed to inform professionals, media, students, corporations, and policymakers about the challenges and threats posed by the new economy, the importance of innovation, and the need for increased engagement in Ignite's programs.

Further information about the Company is available at 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 ToRs 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 ToRs of the RFP document and obligations contained in the funding agreement, the Company may terminate the funding agreement by providing ten (10) day's written notice to the successful bidder without any further obligation or compensation on the part of the Company.

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. Within the original validity of the bids, Company may request the bidders to extend their bid validity for another period, such extension shall be for the period equal to the period of the original bid validity. The bidder who chooses not to extend their bid validity as may be required by Company; their bid will be deemed withdrawn without forfeiture of their bid bonds or securities.

Company may, at its exclusive discretion extend the deadline for the submission of the bids in which case all rights and obligations of the Company and the bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. 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.

6.4 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.

6.5 Proposal Documents

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

Technical Proposal:

- a) Checklist (Mandatory Documents required with the Proposal) – Page 3
- b) Technical Proposal Submission – Form C1
- c) Firms/Bidders Profile – Form C2
- d) Relevant Experience of the Firm/Bidder – Form C3
- e) Proposed Giveaways Collateral, Completion Methodology & Delivery Timeline – Form C4
- f) Roles and Responsibilities of Consortium/JV Partner – Form C5

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

Technical Proposal should not contain any financial proposal information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal. The Technical Proposal must not contain any pricing information whatsoever on the services being offered. **Non-compliance will lead to rejection of the Proposal.**

Financial Proposal:

Financial Proposal must consist and submitted on the following formats:

- a) Covering Letter – Form C6
- b) Summary of Cost – Form C7

Electronic form of Financial Proposal in MS-Excel will be provided in a separate USB that will be included in the sealed envelope containing the written hard copy of Financial Proposal.

6.6 Bid Security

Bid security of **PKR 150,000/-** 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.

6.7 Format and Signing of Proposal

The Proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by Bidder's authorized person. The Proposals shall be clear and elaborate. Different parts of Proposals shall be separated using color separators, flags or tags.

6.8 Taxes

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. While submitting their bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) in their financial proposal. 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. Amount allocated for taxes in the financial bid shall not be allocated towards any other expense/budget head during currency of the Contract.

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, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the bidder's authorized person. The proposal shall be clear and elaborate. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form C1 & C6) in separate envelopes.
- 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** containing an electronic copy (labelled ‘Electronic Copy’) of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 7.7. The Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** followed by the name of the assignment **“Giveaways for Digital Pakistan Cybersecurity Hackathon 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 **“Giveaways for Digital Pakistan Cybersecurity Hackathon 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, Telecom Foundation 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 elsewhere in this Bidding Document.
- 7.10. Bidders must submit their proposal on **EPADs** <https://eprocure.gov.pk/>
- 7.11. Any Proposal received by the Company after the deadline for submission shall be returned.
- 7.12. 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.

7.13. 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.

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	18 September, 2024
2	Deadline for receiving queries / questions	23 September, 2024
3	Pre-Bid Conference (Location: Ignite National Technology Fund, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad)	24 September 2024 at 1130 hrs
4	Response to queries/questions related to RFP	25 September 2024
5	Proposal Submission Deadline	3 October 2024 at 1500 hrs
6	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	3 October 2024 at 1530 hrs
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 through EPDAS to technically qualified bidders only.

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. Payment will be made to the successful individual as per defined payment schedule. Ignite must be acknowledged in all publications/communications activities for the project.
- 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 **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 **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:

S No.	Technical Evaluation Criteria	Sub Marks	Total Marks
I.	Firm/Bidder Profile (Registered age, and Financial position) – (Form C2) <ol style="list-style-type: none"> 1. Registered Age (Lead Bidder) <ol style="list-style-type: none"> a. 15 and Above Years (15 Marks) b. 10+ to Less than 15 Years (10 Marks) c. 7+ to Less than 10 years – (5 Marks) d. Less than 7 Years – (0 Marks) 2. Financial Position of the Lead Bidder. <ol style="list-style-type: none"> a. Certificate of Financial Position (from banks) b. In case of registered firms, net worth of Rs.60 million or more (where 1 mark is for every Rs.10 million of net worth) In case of sole proprietorship, confirmed POs supported by certificate of successful work completion from clients (where 2 mark is for every Rs.20 million worth of assignment(s) completed) c. Filer status for last consecutive 3 years 	<p>10</p> <p>2</p> <p>6</p> <p>2</p>	20
II.	Relevant Experience of the Firm/Bidder - (Form C3) Experience of managing and delivering giveaways per following worth in the past 10 years: <ol style="list-style-type: none"> a. Giveaway Purchase Order for 3 Projects each worth Rs 5 Million b. Giveaway Purchase Order for 3 Projects each worth Rs 4 Million or above c. Giveaway Purchase Order for 3 Projects each worth Rs 3 Million or above d. Giveaway Purchase Order for 3 Projects each worth less than Rs 3 Million 	<p>20</p> <p>15</p> <p>10</p> <p>0</p>	20

IV.	Proposed Giveaways Collateral, Completion, Methodology & Delivery Timeline - (Form C4)		60
	a. Design Creativity in Proposed Giveaway Collateral	20	
	b. Quality of Proposed Giveaway Collateral	20	
	c. Completion Methodology & Delivery Timeline of Giveaway Collateral	20	
	Total Marks		100
	Minimum Qualification Marks Required		70

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.
- 8.3.5. Provided that the bid is substantially responsive, the committee shall correct arithmetical errors on the following basis:
 - a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected
 - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above
- 8.3.6. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
- 8.3.7. Quality and Cost Based Selection (QCBS) method will be used for evaluation of Proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 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 (with a view to streamline the work or task execution, at the time of contract finalization), the Company shall award Agreement to the selected Bidder (Most advantageous). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive Bidders.

9 Confidentiality

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

10 Conflict of Interest

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

a) Conflicting assignments

- The Bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

b) Conflicting Relationships

- The Bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Company Board throughout the selection process and the execution of the Agreement.
- 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.

11 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 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 after 25 September 2024.

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 website.



13 Statement of Purpose

Giveaways for Digital Pakistan Cybersecurity Hackathon 2024

13.1 Background and Introduction

Ministry of IT & Telecom and its associated company, Ignite, is conducting 4th nationwide Digital Pakistan Cybersecurity Hackathon 2024. Ignite had taken a step in light of National Cybersecurity Policy 2021 and successfully conducted Digital Pakistan Cybersecurity competitions in year 2021, 2022 and 2023. Ignite also conducted Digital Pakistan Cybersecurity Hands-on Training Workshop in 2023. The competition had attracted a diverse range of participants, including students, enthusiasts, and professionals.

This year, Ignite is envisaging to take the competition to the next level. Prior to the hackathon competitions, Hands-on Training Workshops will be conducted in different cities of Pakistan (KARACHI, SUKKUR, HYDERABAD, RAHIM YAR KHAN, MULTAN, LAHORE, FAISALABAD, GUJRANWALA, SIALKOT, RAWALPINDI, PESHAWAR, HARIPUR, QUETTA, MIRPUR, ISLAMABAD). Participation is expected from university students, freelancers, professionals, and hackers from all over the country. After Hands-on Training Workshops, the hackathon competitions will be conducted in KARACHI, LAHORE, MULTAN, QUETTA, PESHAWAR, ISLAMABAD followed by the GRAND FINALE and AWARDS CEREMONY in Islamabad. Foregoing in view, Ignite invites proposals from Giveaways providers to submit proposals for Provision of Giveaways for Digital Pakistan Cybersecurity Hackathon 2024.

13.2 Goals/Objectives

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

- a. To design and deliver giveaways collateral for Digital Pakistan Cybersecurity Hackathon 2024 as mentioned in scope of work.

14 Scope of Work

The successful bidder will deliver following giveaways collateral for Digital Pakistan Cybersecurity Hackathon 2024 as mentioned:

14.1 Giveaways for Digital Pakistan Cybersecurity Hackathon 2024

Ignite has planned to conduct Digital Pakistan Cybersecurity Hackathon 2024 Regional Qualifiers/Competitions, Grand Finale and Awards Ceremony at different cities of Pakistan, per following details during **15 October - 15 November, 2024 tentatively**. The successful bidder will be responsible to timely deliver the giveaways collateral at the following tentative venues of events during 15 October - 15 November, 2024 tentatively, as per requirements by the Company.

S. No.	Events	Venue	Events Dates (tentative)
1.	Karachi Qualifier	National Aerospace Science and Technology Park (NASTP) Karachi	All events will be held during 15 October - 15 November, 2024 tentatively
2.	Quetta Qualifier	National Incubation Center Quetta/BUITEMS	
3.	Multan Qualifier	Institute of Southern Punjab	
4.	Lahore Qualifier	FAST National University of Computer and Emerging Science, Lahore	
5.	Peshawar Qualifier	Institute of Management Sciences	
6.	Islamabad Qualifier	Comsats University Islamabad	
7.	Islamabad (Grand Finale)	Comsats University Islamabad	
8.	Islamabad Awards Distribution Ceremony	Islamabad	

Table 15.1.A

The successful bidder will deliver following giveaways collateral for Digital Pakistan Cybersecurity Hackathon 2024:

S. No	Giveaway Items	Specifications	Total Quantity
1	Hoodies with Branded Packaging Bags	<p>Material: cotton and polyester blend (e.g., 70% cotton, 30% polyester etc.) for softness, breathability, and moisture-wicking properties; high quality fleece interior.</p> <p>Construction: Double-needle stitching; reinforced shoulder seams; ribbed cuffs and hem.</p>	1000

		<p>Design: Adjustable drawstring hood; pockets; regular/relaxed fit.</p>
		<p>Durability: Colorfast fabric; heavy-duty zipper (for full-zip hoodies).</p>
		<p>Aesthetics: Black color; customizable options.</p>
		<p>Company Branding: Company branding (logos) printed/knitted on front side of hoodie (on left hand side Ignite National Technology Fund logo, on right hand side Digital Pakistan Cybersecurity Hackathon logo)</p>
		<p>Sizing: Inclusive range from Small, Medium to XXL.</p>
		<p>Care: Machine washable with easy care instructions.</p>

Table 15.1.B

14.1.1 Miscellaneous Activities

The successful bidder will also be responsible for the following activities *inter-alia*:

- i. The successful bidder will have a focal point dedicated to Ignite, with full availability, during meetings for finalization of designs/branding artwork of giveaways collateral etc.
- ii. The successful bidder will have no issue for designs iterations and changes, as per feedback from Ignite.

15 Deliverables

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

- a. **Deliverable 1:** On completion and delivery of total quantity of satisfactory giveaways item mentioned at S No. 1 of Table 15.1.B mentioned in section 15.1

16 Project Duration / Timeline

The Digital Pakistan Cybersecurity Hackathon 2024 Qualifiers are scheduled to be held during 15 October-15 November, 2024 tentatively. The successful bidder is expected to complete and deliver giveaways items as per following.

S No.	Giveaways Collateral	Delivery Date (Tentative)
1	Giveaways Items mentioned at S No. 1 of Table 15.1.B at section 15.1 (Scope of Work)	The successful bidder will be responsible to timely deliver the giveaways collateral at the venues of events during 15 October - 15 November, 2024 tentatively, as per quantity required by the Company.

Payment Schedule

Payment of each event will be made after its completion with satisfactory services in accordance with the contract. Tentative schedule for disbursements is given below.

S #	Project Milestone	Amount Payable
1	Deliverable 1	As per actual invoice of satisfactory giveaways items delivered

17 Copyrights

All developed giveaway items related to 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 Area
G-9/4, Islamabad.
Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of **“Giveaways for Digital Pakistan Cybersecurity Hackathon 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: i. Registered Age of Firm (in years) – Duly verified from certificate of incorporation or equivalent ii. Names of Owners/ CEO/ Directors/ Partners/ Managers	
2.	i. Location of Firm Office/Sub Office ii. Number of Relevant Employees including their Names & Designations, Contact Numbers & Branch Contact Numbers	
3.	Financial Position i. Name of Banks ii. Certificate of Financial Position iii. In case of registered companies/firms, copy of Audited Annual Accounts (last 3 years), while in case of sole proprietorship, proof of successfully completed similar assignments having contract value of not less than Rs.60 million (during last three years) iv. Tax Registration (NTN/STN/FTN)	

Form C3. Relevant Experience of the Firm/Bidder

Experience of managing and delivering giveaways per following worth in the past 10 years. Submit relevant artworks of giveaways collateral delivered in past. Also submit the physical samples of giveaways items of the same (if possible). Please attach evidence (Purchase Order). Only verifiable assignments will be evaluated. Submit one relevant form commensurate with the worth mentioned as below:-

Giveaway Purchase Order for 3 Projects each worth Rs. 5 Million or above:

S. No	Client Name	Similar or Relevant Items Produced and Delivered	Purchase Order Worth (Rs)
1.			
2.			
3.			

Giveaway Purchase Order for 3 Projects each worth Rs. 4 Million or above:

S. No	Client Name	Similar or Relevant Items Produced and Delivered	Purchase Order Worth (Rs)
1.			
2.			
3.			

Giveaway Purchase Order for 3 Projects each worth Rs. 3 Million or above:

S. No	Client Name	Similar or Relevant Items Produced and Delivered	Purchase Order Worth (Rs)
1.			
2.			
3.			

Giveaway Purchase Order for 3 Projects each worth less than Rs. 3 Million:

S. No	Client Name	Similar or Relevant Items Produced and Delivered	Purchase Order Worth (Rs)
1.			
2.			
3.			

Form C4. Proposed Giveaways Collateral, Completion Methodology & Delivery Timeline

Submit **artworks, pictures and physical samples** of proposed giveaways collateral, in accordance with the scope of work.

The website address of Company and Digital Pakistan Cybersecurity Hackathon web portal is mentioned below for designing/branding reference.

Company: <https://ignite.org.pk/>

Digital Pakistan Cybersecurity Hackathon Web Portal: <https://cyberhackathon.pk/>

S. No	Giveaways Collateral	Proposed Designs of Hoodie and Branded Packaging Bags (Provide Creative Artworks, Pictures and Physical Samples)	Completion Methodology	Delivery Timeline
1.	Hoodies with Branded Packaging Bags			

Form C5. Roles and Responsibilities of Consortium/JV Partners

Applying As:

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

Lead Partner Details:

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

Partner – 1:

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

Partner – 2:

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

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

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

Financial Proposal - Standard Forms

Form C6. 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 to **Giveaways for Digital Pakistan Cybersecurity Hackathon 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:

Form C7. Summary of Cost

Sr. #	Description	Amount before taxes (PKR)	Amount including taxes (PKR)
a.	Hoodies with Branded Packaging Bags (as mentioned at S No. 1 of Table 15.1.B in Scope of Work)		
	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

DRAFT - AGREEMENT FOR GIVEAWAYS FOR DIGITAL PAKISTAN CYBERSECURITY HACKATHON 2024

This Agreement for **“Giveaways for Digital Pakistan Cybersecurity Hackathon 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 to manage events of Digital Pakistan Cybersecurity Hackathon 2024 across Pakistan in the planned cities as mentioned in RFP.
- B. The Service Provider agrees to provide Services to manage events of Digital Pakistan Cybersecurity Hackathon 2024 (*hereinafter referred to as “Giveaways Collateral for Digital Pakistan Cybersecurity Hackathon 2024”*) 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.
- 1.5 **“INTELLECTUAL PROPERTY RIGHTS”** means rights in intellectual property, if any, arising from the Scope of Work, deliverables, reports, or work provided by the Service Provider under this Agreement.
- 1.6 **“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.
- 1.7 **“SERVICES”** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as **Annexure-A**.
- 1.8 **“SINGULAR AND PLURAL”** Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

2 OBLIGATIONS OF THE COMPANY:

- 2.1 The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services.
- 2.2 The Company shall provide such information for the term of this Agreement as may be required by the Service Provider as far as reasonably practicable and without liability on the part of the Company.

3 OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose

property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.

- 3.2 The Service Provider shall submit invoice as per the Payment Schedule, mentioned in the RFP. The Company after verification shall pay to the Service Provider the amount stated in the invoice within fifteen (15) working days of the receipt of the invoice. In the event of any discrepancy in the invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company. All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 3.3 The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A.
- 3.4 The Service Provider shall maintain detailed records of all acts, content etc. done in relation to the performance of this Agreement and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof.
- 3.5 The Service Provider shall appoint a dedicated professional team along with a focal person, having relevant experience and specialized qualification for the performance of this Agreement;
- 3.6 The Service Provider shall perform and deliver the Deliverables listed within Annexure A with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence.
- 3.7 The Service Provider shall complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8 The Service Provider shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and contents of the Deliverables.
- 3.9 The Service Provider shall use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 3.10 The Service Provider shall comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement.
- 3.11 The Service Provider shall apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement.

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 Preamble and the following documents/Annexures, form an integral part of this Agreement. In the event of any conflict between the terms of this Agreement and its Annexures, the terms of the Agreement shall take precedence.

- i) The Agreement or subsequent amendments through the Addenda;
- ii) **Annexure A:** RFP
- iii) **Annexure B:** Disbursement Plan *(to be finalized after selection of the bidder)*

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, unless terminated earlier, if the Event Management Project is not completed within the stipulated Term, the Agreement shall automatically extend until the Event Management Project's finalization. The Service Provider will be obligated to continue providing services under the same terms and conditions outlined in Annexure-A. Such extension shall be formally approved in writing by both Parties, specifying the duration of the extension.

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 Agreement price set forth in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.

11.3 No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.

11.4 Applicable taxes will be deducted when processing payments and deposited with Federal Board Revenue (FBR).

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

Signed for & on behalf of the Service Provider

By: _____

By: _____

Title: Chief Executive Officer

Title: _____

CNIC: _____

CNIC: _____

Date: ____/____/2024

Date: ____/____/2024

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 1

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 2

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Witness - 2

Signature: _____

Name: _____

Designation: _____

CNIC: _____

Note - 1: 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.

Note – 2: Any stamp duty, registration fees, or any other charges or levies, wherever applicable, in relation to the execution, performance, or registration of this Agreement, shall be the sole responsibility of the Service Provider/Vendor/Lessor or any other party entering into this Agreement with Ignite. Ignite shall not be liable for any such costs or expenses.