



Ministry of Information Technology & Telecom  
Government of Pakistan



## **Tender Document**

### **Provision of Network Printer**

**IGNITE/Network-Printer/2024-25/0018**

**Date May 19, 2025**

**IGNITE**

Ministry of Information Technology & Telecom  
Government of Pakistan

**IGNITE National Fund, 3rd Floor, TF Complex, & Mauve Area G-9/4,  
Islamabad**

## Table of Contents

PART A – DEFINITIONS, INSTRUCTIONS & .....	1
INFORMATION FOR BIDDERS .....	1
1 Mandatory Eligibility Criteria Checklist .....	2
2 Definitions .....	4
3 Instructions for Bidders.....	5
4 Solicitation Document .....	5
4.1 Contents .....	5
5 Preparation of Proposal.....	6
5.1 Language of the Proposal.....	6
5.2 Proposal Currency .....	6
5.3 Period of Validity of Proposal .....	6
5.4 Cost of Preparing Proposal.....	6
5.5 Proposal Documents .....	6
5.6 Taxes.....	7
5.7 Format and signing of proposal .....	7
5.8 Bid Security .....	7
6 Format and signing of proposal.....	7
6 Submission, Receipt, and Opening of Proposal.....	7
7 Fraud and Corruption:.....	9
8 Clarification Request/Amendment.....	10
PART B - TERMS OF REFERENCE.....	11
9 Overview .....	12
10 Outputs/Deliverables.....	13
PART C – FORMS TO BE SUBMITTED WITH THE PROPOSAL .....	14
B1. Firms/Bidders Profile .....	16
B3. Firm’s competence and experience in completing projects of a similar nature in a timely and efficient manner .....	17
B4. – General Experience of firm.....	18
C1. – Financial Proposal Submission Form.....	20
Annexure A.....	21

## 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 Tender document are fulfilled **These requirements must be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification:**

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check ☑, otherwise put a Cross ☒ in the Mark Column)	
3.	Proof of Sales Tax Certificate (If Applicable, please check ☑, otherwise put a Cross ☒ in the Mark Column)	
4.	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.  (To be provided in original)	
5.	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. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>  (To be provided in original)	
6.	<b><u>Envelope shall clearly bear the name "Proposal for Provision of Network Printer"</u></b>	

7.	BID Security of <b><u>PKR 70,000/-</u></b> to be provided in original on or before <b>June 03, 2025 before closing time.</b>	
8.	Authorization from OEM/Supplier	
9.	It is mandatory for bidders to submit their proposal on EPADs <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> In case a bid is not submitted on EPADs, it will not be accepted by the Company in hard form.	

**Note: 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. 4 & 5 above, are required to be submitted on separate stamp papers.

## 2 Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (See Annexure B).
- b. **“Board”** means the Board of Directors of the Ignite.
- c. **“Bidder”** means “any company/firm who has responded to this TENDER by submitting a formal proposal/bid.
- d. **“Company”** means Ignite registered under Section 42 of the Companies Ordinance, 1984, with its office at 3rd Floor, T.F. Complex, Plot # 7, Mauve Area, G-9/4, Islamabad, Pakistan.”
- e. **“Date of Issue”** means “the date on which this TENDER is issued by Company to solicit bids from potential bidders for Network Printer.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“(TENDER)”** means set of documents prepared by the Ignite, to solicit proposal/bids, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Work”** means “the description of formal work activities under this TENDER to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- j. **“Successful Bidder/Service Provider”** means “a bidder who has been awarded the contract pursuant to this TENDER and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- k. **“Terms of Reference”** (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

## **IGNITE (The Company)**

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

### **3 Instructions for Bidders**

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. Financial forms to be filled by bidder for the assignment are annexed with this TENDER document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The selection of bidder will be on lowest quoted rates.

### **4 Solicitation Document**

#### **4.1 Contents**

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the TENDER document and its annexures. Failure to comply with instructions will be at the bidder’s risk. Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, terms and specifications may lead to rejection of proposal.

### **5 Preparation of Proposal**

#### **5.1 Language of the Proposal**

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Company shall be in writing and in English Language.

#### **5.2 Proposal Currency**

All prices shall be quoted in Pak Rupees (PKR) inclusive of all taxes and all payments will be made in PKR.

### 5.3 **Period of Validity of Proposal**

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

### 5.4 **Cost of Preparing Proposal**

The costs of preparing the proposal, including visits for discussion with the Company are not reimbursable.

### 5.5 **Proposal Documents**

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

- i. Mandatory Criteria Checklist
- ii. Bidder Profile (Form B1)
- iii. Firm's Experience and Competencies (Form B3)
- iv. General Experience of Firm (Form B4)
- v. Financial Proposal Submission Form (Form C1)

### 5.6 **Taxes**

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

### 5.7 **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 the proposals shall be separated using color separators, flags or tags.

### 5.8 **Bid Security**

Bid security of **PKR. 70,000** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE- National Technology Fund (FTN/NTN: 2939308-6) is to be provided in original to the company on or before **June 03, 2025**

## 6 Submission, Receipt, and Opening of Proposal

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

The original proposal shall contain no interlineations or overwriting. All pages of the proposals must be numbered

The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The Proposal must be sent to the following address and received by the Company not later than the time and the date indicated in TENDER document:

<b>Title/Position:</b>	Manager Procurement
<b>Telephone:</b>	+92-51-910 7441-6 Ext. 135
<b>Cell:</b>	+92-306-199-1234
<b>Facsimile:</b>	+92-51-910-7447
<b>Email address:</b>	<a href="mailto:procurement@ignite.org.pk">procurement@ignite.org.pk</a>
<b>Official Postal address:</b>	Ignite 3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan

Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the TENDER document.

Any proposal received by the Company after the deadline for submission shall be returned unopened.

Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.

Bidders are also required to submit proposals on EPADS <https://eprocure.gov.pk>



## 7 Key Activities & Timeline

The tentative timeline set out herein represent the Company's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

#	ACTIVITY	TIMELINE
1	TENDER Issuance	May 19, 2025
2	Deadline for receiving queries / questions	May 23, 2025
3	Response to Queries	May 26, 2025
4	Proposal Submission Deadline	<b>June 03, 2025</b>
5	Opening of Proposals (in front of bidders present at 3 <sup>rd</sup> Floor, TF Complex, Plot # 7, Mauve Area, G-9/4, Islamabad)	<b>June 03, 2025</b>
6	Opening of Financial Proposals (in front of Bidders present at 3 <sup>rd</sup> floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBD
7	Award/Signing of Agreement	TBD

### 7.1 Conflicting Relationships

The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not

be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.

The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement. Current employees of the Company shall not work as and for the bidder.

## **8 Fraud and Corruption:**

The Company requires the bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

“Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement. The Company will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Company may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.

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.

## **9 Clarification Request/Amendment**

16.1 The bidder can request a clarification in TENDER document up to the date indicated in the TENDER 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 TENDER document. The Company will respond in writing or by standard electronic means and may place responses on the Company's website under FAQ's for understanding of all potential bidders.

16.2 At any time before the submission of Proposals, the Company may amend the TENDER document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA & Company web site, and revised TENDER document will be uploaded on Company's Website and PPRA web site.

## PART B - TERMS OF REFERENCE

### 10 Overview

Company invites proposals from qualified, registered and well reputed companies for “**Provision of Network Printer**” as per guidelines mentioned in this TENDER.

#### Terms of Reference

1. Provision of Multifunction (Copy, Scan, Print) Network Printer, the detail as following:

Description	Quantity	Specifications
Heavy Duty Printer mono (Bizhub 451i or equal)	01	1. Copy Per Minute 45 2. Copy Size: A3, A4, A5, A6, LEGAL, CUSTOM 3. Paper Capacity: 1000 Sheets or Above 4. Bypass Tray: 100 Sheets or Above 5. Warm up Time: 15 Seconds or less 6. System Memory: 6GB or Above 7. System Storage: 256GB SSD or Above 8. Scanning speed: 140 OPM Single and 280 OPM Double 9. Processor: 1.5 GHz Quad Core or Above 10. Printing Resolution: 1200 x 1200 dpi

#### Requirement:

- i. One-year support SLA.
- ii. Manufacturer Authorization Letter
- iii. New model from manufacturer

*Note: Above mentioned requirements are mandatory and financial quotes will be considered subject to the fulfilling of all requirements.*

### 11 Outputs/Deliverables

#### Deliverable:

- i. Delivery, Installation and testing of Printer as mentioned in this TENDER at Ignite-office.
- ii. The expected delivery time will be 02 weeks from the date of issuance of purchase order.
- iii. Installation will be completed within 05 days from the date of delivery to the office of Ignite.

## PART C – FORMS TO BE SUBMITTED WITH THE PROPOSAL

Bidder Name: \_\_\_\_\_

Item Name (Brand Name)	Specifications (if any)	Unit rate without GST	GST @	Unit rate with GST	Quantity	Total Price with GST
Provision & Installation of Printer					01	
Grand Total (Inclusive of All Taxes)						

**B1. Firms/Bidders Profile**

S #	Criteria	
1	<b>Profile of the agency:</b>  i. Registered age of Company ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	<b>Financial Position</b>  i. Name of Banks ii. Certificate of Financial position iii. Copy of audited Annual Accounts (of last 3 years) iv. Tax Registration (NTN/STN/FTN)	
3	<b>Clientele</b>	

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

<b>Name of Client</b>	<b>Name of Assignment/ Project</b>	<b>Period of Assignment/ Project</b>	<b>Value of Assignment / Project</b>	<b>Present Status of the Assignment/ Project</b>

**B4. – General Experience of firm**

<b>Name of Client</b>	<b>Name of Assignment/ Project</b>	<b>Period of Assignment/ Project</b>	<b>Value of Assignment / Project</b>	<b>Present Status of the Assignment/ Project</b>



## C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite (The Company)

Cell: +92-306-199-1234

Email: [procurement@ignite.org.pk](mailto:procurement@ignite.org.pk)

Sir,

We, the undersigned, offer to provide services for the provision of “Network Printer” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal. 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 to our company, our subcontractors, and our collaborations under Pakistani law.

Our Financial 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 90 calendar days from the date of advertisement.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **Annexure A**

### **Single Stage One Envelope Procedure for Bidding Public Procurement Rules 2004**

#### **Single stage - One envelope procedure:**

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

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

## **Draft AGREEMENT FOR PROVISION OF NETWORK PRINTER**

This Agreement for Provision of Network Printer (the “**Agreement**”) is made at Islamabad on this \_\_\_\_ day of \_\_\_\_\_, 2025:

### **By and Between**

M/S. **IGNITE**, a company registered under section 42 of the repealed Companies Ordinance, 1984 (now *Companies Act 2017*), with Corporate Universal Identification Number (CUIN) No. **0058556**, having its office at 3rd Floor 7 Mauve Area, TF Complex, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Company**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the One Part;

### **And**

(Insert Name), \_\_\_\_\_, with Corporate Universal Identification Number (CUIN) No. \_\_\_\_\_, at (insert address) (hereinafter referred to as the “**Supplier**”) which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the Other Part.

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

**WHEREAS** the Company requires to Requisite Items/Services of the “Provision of Network Printer” for the financial year **2025-2026** and accordingly published their intent via TENDER [\_\_\_\_], which shall be an integral part of this Agreement as “Annexure-A”;

**AND WHEREAS** the Supplier is carrying a business with respect to Provision of Network Printer and submitted their bid dated [\_\_\_\_], which was accepted by the Company after following due procurement process;

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

### **SERVICES BY THE SUPPLIER**

1. The Supplier shall deliver to the Company “Network Printer”, duly licensed /certified (the “**Requisite Items/Services**”) with after sales services and a warranty of one year for the hardware/software replacement as listed in “**Annexure-A-1**” with all necessary care, diligence, honesty and integrity and with generally accepted standards of good practice and professional standards.
2. The total value for the purposes of this Agreement is **PKR.\_\_\_\_\_** as submitted by the Supplier in his financial proposal. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on Supplier, its subcontractors and collaborations under the Pakistani law.
3. The Supplier agrees to provide the Requisite Items/Services to the Company in accordance with the Proposal submitted by the Supplier on (insert date) “**Annexure-B**”
4. The Supplier shall deliver at its own cost any and all the Requisite Items/Services at the official premises of the Company.

5. The Supplier shall be responsible for full replacement of all defected, tampered and/or Dead on Arrival (“DOA”) items and will provide immediate replacement within ..... days, of all such Requisite Items/Services.

## **REPRESENTATIONS AND WARRANTIES**

6. The Supplier represents, warrants and undertakes that:
  - a) The Supplier is legally recognized entity to enter into the Agreement with the Company and perform its obligations as laid down herein;
  - b) The Requisite Items/Services to be provided to the Company shall fully conform to the terms and conditions of the Agreement. Additionally, no data shall be shared by any means without the prior written consent or approval of the Company;
  - c) if required, obtain all governmental consents, permits, approvals and specifications necessary for the timely provisioning of the Requisite Items/Services;

## **TERM**

7. This Agreement shall remain valid from \_\_\_\_\_ 2025 till \_\_\_\_\_ (“Term”) unless otherwise terminated by the Parties in accordance with clause 12 of this Agreement. This Agreement may be further extended for an additional period or another Term, subject to mutual agreement of the Parties in writing, if required, and as permissible under the applicable PPRA laws.
8. The total value for the purposes of this Agreement is Rs. \_\_\_\_\_ as submitted by the Supplier in his financial proposal. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on Supplier, its subcontractors and collaborations under the Pakistani law.

## **PAYMENT SCHEDULE**

9. Upon submission of proper invoice(s) by the Supplier against the Requisite Items/Services delivered to the Company, payment shall be made in accordance with the payment plan of the TENDER.
10. Payment shall be subject to deduction of all the applicable taxes in accordance with the rules applicable at the time of payment.
11. The Company shall have the right to return any Requisite Item not meeting the quality required by the Company or in case it does not comply with the samples / description or standards provided or as agreed by the Supplier.

## **TERMINATION OF AGREEMENT**

12. The Company reserves the right to terminate or suspend this Agreement at any time with or without cause, by giving ten (10) days’ notice to the Supplier in writing. The Supplier shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of suspension or termination.

## **SUCCESSORS AND ASSIGNS**

13. The Supplier shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement to a third party without a written consent of the

Company. If the Supplier fails to comply with the above condition, the Company may, at its option, terminate this Agreement for causes as provided above.

#### **EXTENT OF AGREEMENT/ MODIFICATION**

14. This agreement, together with all attachments and addenda (if any), represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or addition by written instrument duly signed by both parties hereto.
15. In case of conflict among the main body of the Agreement and attachments, the terms of this Agreement or any addenda attached thereto shall prevail.

#### **FORCE MAJEURE**

16. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that Party's reasonable control (including fire, flood, explosion, epidemic, riot, civil commotion, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement).
17. A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out in Clause 16 must notify the other Party of the nature and extent of the circumstances in question as soon as practicable.
18. The aforementioned Clause 16 shall cease to apply when such circumstances have ceased to have effect on the performance of this Agreement and the Party affected shall give notice to the other Party that the circumstances have ceased.
19. If any circumstance relied on by either Party for the purposes of Clause 16 continues for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

#### **INDEMNITY**

20. Both Parties shall fully indemnify and hold the other Party harmless, from and against all claims, damages, liabilities, losses and expenses, whether direct or indirect, or personal injury or death of persons or damage to property arising out of (i) any negligence or international act or omission by the either Party or its employees, personnel, agents etc, in connection with the Agreement, or (ii) arising out of or in connection with the performance of its obligations under this Agreement. "Death or Injury" includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering or mental shock or any analogous condition, by the person concerned. "Damage" means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property.

## **COMPLIANCE WITH LAWS**

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

## **ARBITRATION**

22. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation within thirty (30) calendar days, then all such dispute(s) shall be finally settled by arbitration to be held under the Arbitration Act, 1940 and the rules thereunder. The sole arbitrator shall be appointed as agreed by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case and the fee of the Arbitrator shall be paid equally by the Parties.
23. Notwithstanding any provision to the contrary in this Agreement, this section shall survive any expiration or termination of this Agreement or any other provision hereof, and upon such event shall take effect as an independent arbitration agreement/jurisdiction clause.

## **CONFIDENTIALITY**

24. 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.
25. 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.
26. Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Agreement for a period (03) three year.

## **MISCELLANEOUS**

27. No alteration, waiver or change in any of the terms of this Agreement will be effective unless made in writing and duly executed by an authorized officer or representative of the Company and the Supplier.
28. The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or

times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

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

In the case of: Ignite

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Phone No. 051-9107441-46

Email Address: \_\_\_\_\_

In the case of: [Supplier]

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

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

30. Both Parties shall act as independent contractors with respect to one another. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.
31. The Parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned Party, unless such disclosure is required by law or regulation. The Parties agree that they will use best efforts to ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.
32. This Agreement shall be signed in two counterparts and each shall be considered as an original and one & the same document.



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day and year hereinbefore mentioned, by their duly authorized representatives and in the presence of the undersigned witnesses.

For and on behalf of **The Company**

For and on behalf of **The Supplier**

By:

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date:

Date:

**Witness - 1**

**Witness – 1**

Name: \_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Designation:\_\_\_\_\_

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Witness - 2**

**Witness - 2**

Name: \_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Designation:\_\_\_\_\_

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CNIC: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

***Note - 2: This Agreement is a Draft Agreement subject to change in terms and conditions upon negotiation with the successful bidder during the award of the agreement. The bidders should only follow the terms of reference and instructions given in this TENDER document for submission of their bids.***