



Date: 13<sup>th</sup> Nov, 2024

## **EXTENSION IN DATE**

### **EXPRESSION OF INTEREST (EOI) & PRE-QUALIFICATION**

#### **ESTABLISHMENT AND MANAGEMENT OF CO-WORKING SPACES CENTER (CSC) AT NASTP**

1. Reference advertisement published on 31<sup>st</sup> October 2024 on PPRA website and NASTP website on the subject.
2. The Tender documents containing all Terms and Conditions can be obtained from undersigned and or can be downloaded from [www.nastp.gov.pk](http://www.nastp.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk).
3. The Bids shall now reach to office of undersigned before or on 16<sup>th</sup> December 2024 upto 1500 hours on same date.
4. Other terms and conditions will remain same.

NASTP management reserves the right to accept or reject any or all proposals at any time without assigning any reason.

**MALIK MUHAMMAD ARIF**  
**SCM – NASTP**  
**NASTP Alpha Techno Square**  
**Old Airport Road, Chaklala Rawalpindi Tele: 0333-5531496**



Date: 30<sup>th</sup> Oct, 2024

## **EXPRESSION OF INTEREST (EOI) & PRE-QUALIFICATION**

### **ESTABLISHMENT AND MANAGEMENT OF CO-WORKING SPACES CENTER (CSC) AT NASTP**

5. NASTP invites proposals for Expression of Interest & Pre-Qualification from valid registered, reputable, well-experienced and established companies / parties / firms etc. for “Establishment and Management of Co-Working Space Centers (CSC)” at various NASTP sites across Pakistan.
6. The objective of this Expression of Interest (EOI) & Pre-Qualification (PQ) is to invite proposals for Establishment and Management of Co-Working Space Centers in Rawalpindi, Kamra, Lahore & Karachi and to pre-qualify companies/ parties/ firms for RFP stage. Complete scope of service and requirements are given in the EOI & PQ Document. The EOI & PQ Document carrying all details is available at [www.nastp.gov.pk](http://www.nastp.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk).
7. A single package containing EOI Proposals, duly completed, signed, stamped, sealed and in complete conformity with EOI document should reach at below address, not later than 1500 Hours on last date of submission of EOI Proposals i.e. date 14 November, 2024 and the proposal shall be opened at 1530 Hours on the same date.
8. Income Tax and Sales tax registration certificates and other documents as mentioned in EOI Documents must accompany the proposals.
9. Proposal must be accompanied valid registration with regulatory bodies / civic authorities (PEC, SBCA) etc.
10. Technical and financial proposals must be submitted accordingly.

NASTP management reserves the right to accept or reject any or all proposals at any time without assigning any reason.

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SCM – NASTP  
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Old Airport Road, Chaklala Rawalpindi Tele: 0333-5531496**

**EXPRESSION OF INTEREST  
(EOI)**

**FOR**

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**ESTABLISHMENT AND MANAGEMENT  
OF  
CO-WORKING SPACES CENTER (CSC) AT  
NASTP**

- 1. ALPHA EXTENSION RAWALPINDI**
  - 2. SILICON II KARACHI**
  - 3. DELTA II LAHORE**
  - 4. NASTP KHARIAN**
- 

**NASTP**

Alpha Techno Square,  
Old Airport Road, Chaklala  
Rawalpindi

Tele: 051-9504351 Fax: 051-9261494  
Email: [bdm@nastp.gov.pk](mailto:bdm@nastp.gov.pk)

## PROJECT BACKGROUND & OBJECTIVES

NASTP undertakes research and development services and activities for advancement and promotion of technologies related to Aviation, Information Technology & Telecommunications, Cyber Space, FinTech and other emerging and disruptive technologies including establishment of Science and Technology Parks and to provide products and services in the aforementioned technologies to startups, small, medium and large size enterprises, businesses, academic institutions Government Bodies and Organizations, etc. and to undertake all ancillary services related to the objects of the company.

NASTP aims to provide an echo-system to companies where they can exchange experiences with each other and make synergies to boost high tech industry. Concept of Co-Working spaces will help freelancers, small startups and SMEs in setting up their business activities and to connect with already established industry to combine strengths in growing a bigger business. This can be done by equipping them with a professional working environment that they can leverage to enhance productivity and efficiency in a globally competitive market. Proposed project design will ensure cost effectiveness and economies of scales for interested parties to grow, operate and expand business across the globe.

### GENERAL

NASTP intends to invite Expression of Interest (EOI) proposals from Interested companies / Firms for **Establishment & Management of Co-Working Spaces Center** at various NASTP sites across Pakistan. All reputable, registered and established Companies / Firms are invited to apply for the purpose.

A transparent evaluation method given in this document shall be adopted for the purpose of evaluation of the applicant's organizational capabilities and capacity in designing, developing and managing co-working spaces center.

Accordingly, well reputed and established companies /Firms having requisite technical, financial and managerial capabilities are invited to participate in the selection process for the above-mentioned Project through submission of their requisite/required EOI Documents in given format.

## 1. PURPOSE OF THIS DOCUMENT

The purpose of this document is to shortlist eligible companies / Firms capable of meeting all the pre-requisites of designing, establishing, operating, maintaining and supporting the CSC. The applicants are required to provide profiles of their firms comprising experience, details of personnel, financial background and strength and operational solutions / capabilities including but not limited to the firm's concept for establishing proposed project components and resultant operations.

### 3.1 Engagement Parameters

- a. Company / Firm selection shall be based on a Revenue Share model with NASTP.
- b. Details of area layout of CSC and other necessary information are attached with this EOI document and details are also available with Director Sierra Karachi. Prospective company/firm can coordinate and visit the site before preparation of the proposal.

#### Basic Component of EOI Proposal

- Technical proposal
  - CapEx on all movable property including furniture & fixtures, ICT, appliances, access control, CCTV, landscaping, etc shall be borne by the Prospective partner.
  - Complete Operational Expenses (OpEx) of the Centre, including but not limited to utilities, HR, facility management, janitorial, security, repair & maintenance, and administrative expenses, installation and operation of supplied equipment, etc. shall be borne by the Prospective partner during the contractual periods.
  - Marketing, Sales, and Business planning/strategy shall be carried out by the Prospective partner at the company's expense.
  - Scrutiny, selection and induction of tenants shall be the responsibility of the Prospective partner.
- Financial proposal
  - Financial background of the company supported by audited financial reports and other relevant documents
  - Year wise revenue projection for CSC
  - Distribution of CapEX & OpEX
  - Percentage of revenue share in favour of NASTP
  - Term of Agreement in number of years

**3.2 Schedule of Activities**

SNo.	Activity	Duration	Date
1.	EOI document availability	T <sub>0</sub>	30 Oct 2024
2.	Pre-bid meeting	T <sub>0</sub> + 1wk	07 Nov 2024
3.	Submission proposal date	T <sub>0</sub> + 2wk	14 Nov 2024
4.	Opening of proposal date	T <sub>0</sub> + 2wk	14 Novt 2024

**2. TERMS AND CONDITIONS TO DETERMINE SUITABILITY OF APPLICANT FIRMS**

**Definitions**

In this EOI document, unless there is anything repugnant in the subject or context:

- I. Applicant means the party which submits the proposal in response to this EOI Document.
- IV. "Authorized Representative" means any representative appointed, from time to time, by the Applicant & Client.
- V. "Client " means the NASTP, or any other entity for the time being or from time to time duly appointed in writing by NASTP.
- VI. "Day" means calendar day.
- VII. "EOI Document" means this Expression of Interest Document for selection of partner company / firm in consideration.
- VIII. "Person" includes an individual, firm, company, corporation, institution and organization, etc.
- IX. "Prescribed" means prescribed in this EOI Document.

**Disclaimer**

This EOI Document for "Establishment & Management of Co-Working Spaces Center at various NASTP sites across Pakistan" ('the Project') contains brief information about the Project and qualification process for short listing of applicants for next stage. The purpose of the Document is to provide the applicants with information to assist the formulation of their EOI proposal and to shortlist Interested Parties/ Contractors for next stage.

While all efforts have been made to ensure accuracy of the information contained in this EOI Document, this document may not contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and may prepare their proposals in the light of relevant experience and international best practices. NASTP or any of its employees or advisors/consultants, shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI document.

NASTP reserves the right to change any or all conditions/ information set in this EOI Document by way of revision, deletion, updation or annulment through issuance of appropriate notice.

NASTP/PQ-004/2024

Participation in the EOI process does not qualify any applicant for the next stage of the engagement or award of contract process.

NASTP will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the EOI proposal to be submitted in terms of this Document.



**KEY INFORMATION IN THIS EXPRESSION OF INTEREST DOCUMENT TO BE SUBMITTED BY PROSPECTIVE PARTNER**

1. The Company is to submit a comprehensive proposal for establishing and operating the co-working spaces duly conforming to the engagement parameters specified above. Please note that the information contained in the proposal shall be kept confidential by NASTP. Wherever deemed essential by the Company, sensitive information may be anonymized. However, partial / missing information shall be graded accordingly by NASTP. The essential components of the proposal are summarized below:-

**PART-I : GENERAL INFORMATION ABOUT THE COMPANY**

2. The General information to be submitted by the Company includes **Company’s profile, Business Profile, Community Profile and Operational Profile** as described below. For accurate evaluation, please provide all the desired information as stated below under respective sections. NASTP reserves the right to verify all or any of the quoted specifications through suitable documents / sources. The information is to be submitted to **BDM NASTP** as per schedule given in clause 3.2 above.

S No	Information Type	Supporting Documents
(a)	<p><b>Company’s Profile</b> Key information to include Company’s history, number of operational sites and sites under development, details of operational area currently owned / rented and under development, current seating capacity, management structure, governance model, details of any subsidiaries or shareholders, details on types of agreements with landlords of operational sites, extension plans, key achievements, company’s vision &amp; mission statements, and social media footprint (channel-wise followers etc)</p>	<p>Incorporation docs of the Company (Incorporation Certificate and MOA)</p> <p>Latest Copy of Form – 28 &amp; 29 attested by SECP</p> <p>Latest Copy of Form - A attested by SECP</p> <p>Shareholding pattern along with Form 43 (UBO information)</p> <p>Registration with FBR (STRN / NTN)/ PRA</p> <p>Registration with regulatory bodies / civic authorities (PEC, SBCA) etc.</p>
(b)	<p><b>Business Profile &amp; Financial Health</b> The business profile is to cover the following key parameters duly quantified and verifiable. 1. <b>Revenue generation profile</b> by the company is to be measured as (a) Average revenue generated per square footage of the operational area in the last 03 years and (b) Average revenue generated per seat in the last 03 years. If the costing model varies across sites or cities, then the profile is to be separately given for each site/city. 2. <b>Revenue streams.</b> Please mention all streams being deployed for revenue generation, such as monthly members, daily members, conference/meeting rooms, events, eatery, social media, etc.</p>	<p>Copy of Audited Accounts OR Financial statement attested by CFO/ CEO</p> <p>Copy of last annual tax statement</p> <p>List of revenue streams being followed along with relevant details. For each of the revenue streams, please introduce its (a) variants with rates (standard, premier, etc), (b) Profit generation model (inflows vs outflows), (c) collection frequency (such as per month, event-driven, etc)</p>



	<p>3. <b>Area Occupancy Percentage</b> averaged on per month and per annum basis for the last 03 years.</p> <p>4. Any other relevant information and key achievements / contributions</p>	<p>Area occupancy is to be mentioned as consumed/in-use seats divided by seating capacity averaged over each month and also over each year for all the sites. Data for the last 03 years (at least) is to be provided</p>
(c)	<p><b>Community Profile.</b></p> <p>1. Demography of the firms registered with the Company as active members.</p> <p>2. Details of partner companies / VCs with valid agreements/MoUs etc. for collaboration</p> <p>Details of active programs (events, podcast, seminars, conferences etc.) along with their frequency, purpose, outcomes and members/partners. This includes both scheduled and special events organized by the company. Examples of the events organized or sponsored by the company may be provided.</p> <p>4. Details of startups incubated at your co-working setup and the support / opportunities offered to the startup ecosystem by your company including any financial assistance, outreach and projections, community memberships, management, mentorship, trainings etc. Relevant supporting examples in this regard may be provided.</p> <p>5. Any other relevant information and key achievements / contributions.</p>	<p>A verifiable list of companies / firms / startups registered with the Company as active members, clearly stating their primary line of business (business classification).</p> <p>A verifiable list of partnership agencies (national / international). Details and structure of the platforms for networking and linkages may be shared.</p> <p>A list of venture capitalists, their contributions and level of involvement may be provided.</p> <p>A verifiable list of signature forums and events being regularly conducted and their quantifiable contributions to the community.</p> <p>Pictures, weblinks, media-links, news-links, etc. to be given to endorse such events and community demography</p>
(d)	<p><b>Operational Profile.</b></p> <p>This section is to contain key highlights of operational model including average number of employees deployed per site, HR hiring and retention incentives being practiced, status of must-have and good-to-have services deployed on existing sites (backup power, backup ISPs, Fire and health safety protocols/standards, day-care, gaming rooms, gyms, 24/7 operations, huddle rooms, event spaces, security, etc)</p>	<p>Site wise list of operational profile with details on status of all services mentioned (24/7, 24/5, 9 to 5 operations etc). Please mention detailed specifications of value-added services extended to the members for all sites</p> <p>Pictures/ video-links depicting existing space design elements (huddle rooms, meeting rooms, team rooms, co-working space, event rooms)</p>

## PART-II: PROPOSAL SPECIFIC TO EACH SITE

3. The proposal specific to each site is to be submitted after careful site survey, analysis of existing building infrastructure, HVAC, external / internal MEP services, and existing / planned Park's elements / features. Multiple visits of the Centre can be conducted by the Company after coordinating with Director Sierra. No structural change will be allowed. In view of stringent timelines for the Park's operationalization, the designs are to be crystallized and executed in the agreed timeframe with financial penalty for delays beyond agreed upon timelines. This part of the proposal is to be submitted as per schedule given in clause 3.2 above.

1. **Design Plans (Proposed).** Building design plans must include:-
  - (a) Comprehensive 2D drawings / layouts of the Centre.
  - (b) Total seating capacity of the Centre.
  - (c) Details of monetizable vs non-monetizable spaces. Value addition and community experience contributed by non-monetizable spaces.
  - (d) Fair estimates of Capital Expenditure (CapEx) to be incurred to develop the Centre as per proposed designs. Detailed BoQs with costs shall be highly preferred. CapEx share (please mention heads such as Gensets, HVAC, Fire and health safety equipment) suggested to be sponsored by the Company and NASTP.
  - (e) Best possible timelines (minimum) to build and operationalize the Centre with the given design plans.
  
2. **Engagement Parameters.** Please mention the following parameters under this section:-
  - (a) Average revenue generation projection of the Centre (per month and per annum).
  - (b) Minimum revenue generation threshold projected for the Centre (per month and per annum)
  - (c) Ramp-up parameters. To include time needed from inauguration to 100% occupancy of the Centre (probation period) and any rebates / promotion plans to be offered to "early-birds", etc.
  - (c) Details (roles, numbers and broader pay scale) of planned HR to be deployed by the prospective partner for Centre operations.
  - (d) Revenue share percentage to be distributed between NASTP and the prospective partner for the Centre.
  - (e) Detailed parameters for any other JV model, if proposed by the prospective partner.
  
3. **Community Curation Parameter.** Please cover the following details for community curation:-
  - (a) Minimum and Average numbers of events planned to be held at the Centre along with the details of Technology focus of such events.
  - (b) Incentives offered to the rest of the NASTP Sierra Karachi community members.
  - (c) Suggested percentage of technology vs non-tech companies planned to be inducted at the Centre. The higher the better.
  
  - (d) Suggested percentage of aerospace technology vs cyber & IT companies planned to be inducted at the Centre. The higher the better. Minimum 50 / 50
  
4. **Value Added / Misc Features.** Please mention the value added and other features offered to the Centre's and Park's community by the Company.

## EVALUATION CRITERIA

The proposals received in response to this document shall be evaluated by evaluation committee nominated by NASTP. Both qualitative and quantitative evaluation shall be performed and relative grading principle shall be followed by the evaluation committee. The distribution of scores / weightages assigned to each component of the proposal are given below:-

S No	Proposal Section	Score
<b>Part-I (Total Score 45)</b>		
1	Company's profile	15
2	Business Profile	10
3	Community Profile	10
4	Operational Profile	10
<b>Part-II (Total Score 55)</b>		
5	Design Plans	22
6	Engagement Parameters	15
7	Community Curation Parameters	10
8	Value Added / Misc Parameters	8
	<b>Total Score</b>	<b>100</b>

The proposal is to be organized to mandatorily cover the information desired by each section, as stated above. In case essential information is found missing or partially missing, the evaluation committee reserves the right to deduct proportionate marks or approach the company for additional information. Time is of essence for the project. Therefore, the proposal is to be submitted within the stipulated deadlines for each part.

Category-wise scoring rubric is attached herewith.

**PART-I**

<b>S No</b>	<b>Company Profile Weighted Score (15)</b>
	<b>Experience &amp; Presence</b>
1.	Company History (No of Years) - 1 Marks for each year of experience counted form date of registration [Max 06 marks]
2.	Number of Operational Sites [01 mark for each operational site, Max 12 Marks]
3.	Number of Underdevelopment Sites [0.5 mark for each underdevelopment site, Max 06 Marks]
4.	Operational Area Owned / Rented [01 mark for every 30,000 sq ft, Max 10 marks]
5.	Operational Area under development [0.5 mark for every 20,000 sq ft, Max 05 marks]
6.	Seating Capacity of Ops Sites [01 mark for every 250 seats, Max 10 marks]
7.	Seating Capacity for sites under development [0.5 mark for every 250 seats, Max 05 marks]
	<b>Social Media footprint</b>
8.	<b>Scale:</b> 0.25 mark for every 10K followers. To be aggregated across major social media platforms. [Max 04 marks]
9.	<b>Diversity:</b> 01 Mark will be awarded for social media footprint on at least 04 major platforms.
	<b>Fund Raising Potential</b>
10.	Fund Raising Bodies (Venture Capital) / Permanent Partners [0.5 mark for each verifiable partner] [Max 04 marks]
11.	1 Mark each for total investment of Rs 10 million raised from leading VC investors [Max: 06 marks]
	<b>Miscellaneous / Others (Based on individual assessment of the proposal)</b>
12.	Management Structure, Subsidiaries / Shareholders, Strategic and Partnerships, Networking Potential, Experience / qualification / reputation of Permanent Core Team Members [Max: 06 marks]
	<b>Business Profile &amp; Financial Health (Weighted Score: 10)</b>
	<b>Revenue generation profile</b>
13.	Average revenue (AR) generated per square footage for last 03 years <ul style="list-style-type: none"> <li>- For Rs1000&lt;AR&lt;Rs1500 : 02 Marks</li> <li>- For Rs1500&lt;AR&lt;Rs2000 : 04 Marks</li> <li>- For Rs2000&lt;AR&lt;Rs 3000 : 06 Marks</li> <li>- For AR&gt;Rs 3000 : 08 Marks</li> </ul>

14.	<p>Average revenue (AR) generated per seat in last 03 years</p> <ul style="list-style-type: none"> <li>- For Rs10,000&lt;AR&lt;Rs15,000 : 02 Marks</li> <li>- For Rs15,000&lt;AR&lt;Rs20,000 : 04 Marks</li> <li>- For Rs20,000&lt;AR&lt;Rs 25,000 : 06 Marks</li> <li>- For AR&gt;Rs 25,000 : 08 Marks</li> </ul>
	<b>Revenue streams</b>
15.	Diversity and potential of revenue generation Streams. To be evaluated on comparative grounds [Monthly, Daily, Conference/meetings, events, eatery, social media, etc] [Max 05 marks]
	<b>Cumulative Area Occupancy Percentage for the last 03 years</b>
16.	<p>Average per annum (y) [for sites operational more than 01 year only]</p> <ul style="list-style-type: none"> <li>- For 60%&lt;y&lt;80% : 01 Marks</li> <li>- For 80%&lt;y&lt;90% : 03 Marks</li> <li>- For y&gt;90% : 05 marks</li> </ul>
17.	Miscellaneous / Other Value Added Services
	<b>Operational Profile (Weighted Score: 10 Marks)</b>
18.	Hiring and Retention incentives (based on assessment of relevant information in the proposal) [Max: 02 marks]
	<b>Customers' Experience (Must-Have and Good-to-Have Services) [Max: 10 marks]</b>
19.	a) Backup Power
	b) Backup ISPs
	c) Fire and health safety protocol/standard
	d) Day care
	e) Gaming rooms
	f) Gyms
	g) 24/7 Operations
	h) Huddle Rooms
	i) Event Spaces
	j) Security
	<b>Analysis of Company Specific Attributes</b>
20.	Site Culture / Practices and Values, Business model, Operational model [Max: 05 marks]
	<b>Community Profile (Weighted Score: 10)</b>
21.	Demography and technology focus of the firms registered with the company as active members. [Max: 10 marks]
22.	Details of partners companies / VCs with valid agreements / MOUs for collaboration. [Max: 05 marks]
23.	Details of active programs (events, podcast, seminars, conferences etc) along with their frequency, purpose, outcomes and members/partners. This includes both scheduled and special events organized by the company. [Max: 05 marks]
	Details of startups incubated at co-working setup and the support / opportunities offered to the startup ecosystem by the company [Max: 05 marks]

	(a) financial assistance
	(b) outreach and projections
	(c) community memberships
	(d) Management facilities offered
	(e) mentorship, trainings etc
	(f) Others



**PART-II :**

S No	Evaluation Criteria	Marks
<b>Design Plans [Weighted Score: 22]</b>		
1	Quality and comprehensiveness of 2D layouts of the Centre.	05
2	Quality, aesthetics, innovation, and comprehensiveness of 3D / 3D-like renders	08
3	Total seating capacity of the Centre (x) - For 400<x<500 : 03 Marks - For 500<x<650 : 04 Marks - For x>650 : 06 Marks	06
4	Balance of monetizable vs non-monetizable spaces (Value addition and community experience contributed by non-monetizable spaces)	05
5	Fair estimates of Capital Expenditure. To be graded qualitatively and on comparative grounds, based on design elements vs cost. Lower CapEx is preferred but not at the cost of design/quality compromise	08
6	Possible timelines (minimum) to build and operationalize the Centre with the given design plans (x) - For 4 months>x>3 months : 04 Marks - For 3 months>x>2 months : 06 Marks - For x<2 months : 08 marks	08
<b>Engagement Parameters [Weighted Score: 15]</b>		
1	Average revenue generation projection [x (PKR per sq footage)] of the Centre (per month and per annum) measured over the next 10 years. - For 250<x<350 : 02 Marks - For 350<x<400 : 04 Marks - For 400<x<450 : 06 Marks - For 450<x<500 : 08 Marks - For x>500 : 10 Marks	10
2	Minimum revenue generation threshold projected for the Centre (per month and per annum) measured over the next 10 years - Upto 70% of Average Value : 02 Marks - For 71-75% of Average Value : 03 Marks - For 76-80% of Average Value : 04 Marks - For 81-85% of Average Value : 05 Marks - For >86% of Average value : 06 Marks	06
3	<b>Ramp-up Period (Probation Period).</b> - Greater than 01 year : 01 Marks - 9-12 months : 02 Marks - 6-8 months : 04 Marks - Less than 6 months : 06 Marks	06
4	Details (roles, numbers and broader pay scale) of planned HR to be deployed by the Company for Centre operations. To be evaluated quantitatively on a relative scale	05

5	Revenue share percentage (x) to be given to NASTP for the Centre - From 50% To 70% : 0.6 Mark for unit increase	12
6	Miscellaneous / Others (To include financial, managerial, operations, business and other aspects of JV). To be graded qualitatively on a relative scale	06
7	JV models other than Revenue Share will be graded independently but on similar parameters as stated above	NIL
<b>Community Curation Parameters</b> <b>[Weighted Score: 10]</b>		
1	Minimum and Average numbers of events planned to be held at the Centre [(x), community building activities and events over a 12-month period ]. - For $5 < x < 8$ : 01 Mark - For $8 < x < 12$ : 02 Marks - For $x > 12$ : 03 Marks	03
2	Incentives offered to Sierra Karachi community members	03
3	Suggested percentage of technology Vs non-tech companies committed to be inducted at the Centre (x) - For $60\% < x < 69\%$ : 01 Mark - For $70\% < x < 79\%$ : 02 Marks - For $80\% < x < 89\%$ : 03 Marks - For $x > 89\%$ : 04 Marks	04
4	<b>Value Added / Misc Features:</b> Based on individual proposals and their evaluation. This category is to evaluate all additional parameters offered for Sierra Karachi site, which are not covered in previous categories. Evaluation will be carried out on a relative scale.	08



# GENERAL TERMS & CONDITIONS

## 1. Invitation

1.1 NASTP invites proposals for Expression of interest from valid registered, reputable, well-experienced and established Companies/Firms, etc. for “Establishment and management of Co-Working Spaces Center” to develop technology Eco-system.

1.2 The Centre is required to be established and operated for 02 years (flexible) by an experienced and qualified private sector firm (**the Company**) on a Joint Venture (JV) agreement Model.

## 2. Instruction to Firms

2.1 The companies/firms have been short listed to submit Technical & Financial Proposals.

2.2 Companies/firms should familiarize themselves with rules & regulations and take them into account during preparation of their proposals. Companies/firms are encouraged for clarifying any queries related to the CSC and may liaise with NASTP for the same.

2.3 Submission of the proposals by the companies is purely on the basis of “No Cost No Obligation Basis”; therefore, Companies/firms shall bear all costs associated with the preparation and submission of their proposals. NASTP reserves the right to annul the selection process at any time prior to award of contract, without thereby incurring any liability to the Firms.

2.4 NASTP may provide available facilities and inputs as required by the firm.

2.5 Applicant Companies/Firms are required to submit the following documents;

- i. Company Profile
- ii. Firm Registration / incorporation certificate
- iii. Income Tax Registration
- iv. Sales Tax Registration (if Applicable)
- v. Evidence of appearance on Active Taxpayer’s List with FBR and Sales Tax Department
- vi. Relevant Experience in same scope of work
- vii. List of full time technical and supervisory staff along with their CVs
- viii. List of Panel experts i.e Trainers, incubation expert, media partner etc
- ix. National Affiliations (if any)
- x. International Affiliations (if any)
- xi. Details of Project/assignment Works/ Services of similar nature completed or in hand with cost.
- xii. Present Running Projects
- xiii. Undertaking that the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan
- xiv. Last 5 years financial statements counter signed & stamped by CFO & CEO (incase of firm) and audited financial statement along with form A attested by SECP (incase of company)
- xv. ISO Certification (if applicable)
- xvi. Non-Blacklisting with any Government department/ agencies/ authorities. An affidavit of “Non-blacklisting” from authorized signatory on judicial stamp paper to the effect that the bidder is not black-listed.
- xvii. Minimum Two (3) years of business existence (counted from the date of registration) with relevant experience
- xviii. CERTIFICATE FOR CORRECTNESS OF DATA / DOCUMENTS / INFORMATION

(on Stamp Paper of Rs.200/-)

- xix. Any other relevant document to qualify proposed feasibility of business model.

### **3. Disclosure of Interest**

Applicant companies/firms shall disclose all project, venture and assignment of similar nature in its application and proposal.

Failure to disclose such project, venture and assignment and concealment of facts may lead to the permanent disqualification of the applicant or the termination of its Contract in future.

### **4. Amendment in the Document**

- 4.1 Alpha Tech may, at any time prior to the deadline for submission of the applications, at its own initiative or in response to a clarification requested by the Applicants, amend the document, on any account, for any reason. All amendment(s) shall be part of the EOI document.
- 4.2 Alpha Tech shall notify the amendment(s) in writing to the prospective interested applicants.
- 4.3 Alpha Tech may, at its sole discretion, amend the Document or extend the deadline for the submission of the Proposal.

### **5. Queries**

- 5.1 Queries of the Applicant/Firm (if any) for seeking clarifications regarding the services required must be received in writing to NASTP **till 10 Nov, 2024**. All queries shall be responded within due time. Any query received after said date shall not be entertained. NASTP may host a Q&A session (if Required). All Applicants shall be informed of date, time & venue in advance.

### **6. Performance Guarantee**

Successful company/firm shall deposit bank guarantee issued by A rated commercial bank only, equivalent to six (06) months projected monthly revenue share of successful partner as a performance guarantee. The same will be returned upon completion of the contract period.

### **7. Proposal Submission Requirement**

- 7.1 Applications for shortlisting containing technical part and operational and revenue models should be submitted in separately sealed envelopes to be submitted to NASTP on or before **1500 hours on 14 Nov 2024** The proposals shall be publicly opened at Alpha Techno Square Chaklala Rawalpindi. In case the last date of proposal submission falls in / within the official holidays / weekends of NASTP, the last date for submission of the proposals shall be the next working day

The proposals are to be prepared in English language. The applicants must provide complete information along with supporting documents. Any lapses to provide essential information may result in disqualification of the applicant.

All documents submitted by the applicant company/firm should be delivered in one Packet/parcel for ease of handling and to avoid loss of documents. Any misstatement (s)/ false information by any applicant will result into his disqualification at any stage.

The Applicants can seek any clarification regarding the project, EOI documents or evaluation criteria from **Business Development Manager NASTP** .

## **8. Proposal Evaluation**

- 8.1 From the time the Proposals are opened to the time the Contract is awarded, the Contractors / Firms should not contact the NASTP on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the NASTP during examination, evaluation, ranking of Proposals, and recommendation for award of Contract will result in their disqualification.
- 8.2 After the technical evaluation is completed, the NASTP shall notify in writing to the Contractors/Firms that have secured the minimum qualifying marks to consider them for next stage of negotiation on operational plan and revenue streams discussions.
- 8.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 8.4 The contractors/consultants may be called for presentation of their operational model and revenue model.

## **9. Award of Contract**

- 9.1 NASTP shall award the Contract to the selected contractor/firm, and the same would be communicated to all participants accordingly.
- 9.2 After receiving of award of contract, contractor/firm is required to sign the agreement for the specified work.

[ON RUPEES 200 STAMP PAPER]

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (herein referred to as this “**Agreement**”) is entered into on this \_\_\_\_\_ day of Nov, 2024

### BETWEEN

NASTP or its company, a company incorporated under the laws of Pakistan, having its registered office at Corporate Headquarters, Alpha Techno Square, Old Airport Road Chaklala Cantt, Rawalpindi, Pakistan, herein referred to as “**Alpha Tech**”, which expression shall, wherever the context so permits, mean and include its affiliates, subsidiaries, successors in interest and assigns of the **FIRST PART**.

### AND

M/s \_\_\_\_\_, incorporated under the laws of Pakistan having its registered office at \_\_\_\_\_, having Incorporation number \_\_\_\_\_ herein referred to as “**Company**”, which expression shall, wherever the context so permits, mean and include its affiliates, subsidiaries, successors in interest and permitted assigns of the **SECOND PART**.

(Alpha Tech and Company herein referred to individually as the “**Party**” and collectively as the “**Parties**”)

### WITNESSTH:

**WHEREAS**, Alpha Tech is incorporated to, *inter alia*, develop a project of Establishment of Co-working spaces in Sierra, Karachi. (herein referred to as the “**Project**”) therein.

**WHEREAS**, Company has intent to design and develop website of NASTP on the basis of information provided by Alpha Tech management.

**WHEREAS**, in order to protect its business interests, Alpha Tech desires Company to assume and undertake certain obligations, including the preservation and protection of its Confidential Information (as defined below in Article 1.1(b)).

**WHEREAS**, Company is agreeable to protecting Alpha Tech Confidential Information.

**NOW THEREFORE**, the parties agree as follows:

### DEFINITIONS

1.1. The parties agree that the following definitions shall apply to this Agreement:

- (a) **“Business”** shall mean any and all aspects of the business being conducted, planned to be conducted or contemplated to be conducted by ALPHA TECH, including but not limited to the development of the Project and the establishment of NASTP.
- (b) **“Confidential Information”** shall mean and include all information, knowledge and data, whether in a tangible or intangible form, or whether transmitted orally, electronically or in written form, concerning (i) business, financial or technical information, (ii) the business plans, strategic plans, operations, practices, concepts, ideas, research, techniques, methods, and procedures of ALPHA TECH, (iii) the know-how developed, used, and contemplated for use in connection with the Business, and (iv) such other information, in any form whatsoever, containing or otherwise reflecting information about ALPHA TECH, which ALPHA TECH treats as proprietary and confidential.
- (c) **“Authenticity”** The shared information must be treated as “confidential information” and falls in ambit of this agreement. It is strictly prohibited that shared data will be disclosed before third party without permission of ALPHA TECH
- (d) **“Representatives”** shall include a party's shareholders, directors, officers, employees, agents, advisors and Company's including legal counsel, accountants and financial advisors.
- (e) **“Transaction”** shall include a possible business relationship, contract, or transaction which may at some future date be entered into by the parties.

## **NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

- 2.1.** Company acknowledges that the Confidential Information belongs to ALPHA TECH and has been obtained by ALPHA TECH at great cost and is of great value to ALPHA TECH. Company further acknowledges that it has or will become privy to the Confidential Information by virtue of this Agreement with ALPHA TECH.
- 2.2.** For as long as Company is in possession of any Confidential Information, Company shall hold and maintain it in strict confidence, and shall not directly or indirectly use, divulge, furnish or make accessible to any person or entity not expressly authorized by ALPHA TECH to receive such information.
- 2.3.** In the event Company or anyone on Company's behalf are served with or subject to a legal demand, legal obligation, court order or request for disclosure of any Confidential Information, Company shall provide ALPHA TECH with notice as soon as practicable and use its best efforts to oppose and/or adjourn any such disclosure and to afford ALPHA TECH the opportunity to oppose such disclosure lawfully.
- 2.4.** Company agrees that the terms of this Agreement are confidential and may not be disclosed to any third party other than its legal and financial advisors who shall in turn agree not to disclose the terms to any third party.
- 2.5.** The fact that Confidential Information has been disclosed to a limited number of outsiders by ALPHA TECH shall not deprive the information, knowledge or data of its proprietary or confidential status.

- 2.6.** Information exchanged by the parties prior to the commencement date shall be deemed to be Confidential Information and protected by this Agreement.
- 2.7.** Company acknowledges that all the Confidential Information obtained by it or submitted or transmitted to it by ALPHA TECH in any form shall be held in trust by Company and utilized only for the purpose it is intended.
- 2.8.** It is clearly understood and expressly agreed by Company that it will not copy or retain any Confidential Information and shall forthwith return the same to ALPHA TECH upon the expiry or termination of any business relationship between the parties. Company shall, however, continue to be bound by the non-disclosure obligations until the termination of this Agreement in accordance with its terms.

## **EXCEPTIONS**

- 4.1.** The obligations with respect to handling and using Confidential Information as set forth in this Agreement are not applicable to information which is:
- (a) In the public domain or becomes common knowledge within the industry (other than through a violation or breach of this Agreement or violation or breach of any other obligation of confidentiality by any person or entity); or
  - (b) known to Company prior to disclosure by ALPHA TECH, as evidenced by competent written proof; or
  - (c) independently developed by Company without breach of this Agreement by Company; or
  - (d) obtained by Company from third parties who obtained such information (other than through a violation or breach of any agreement or other obligation of confidentiality); or
  - (e) disclosed as required by governmental decree, law or statute or judicial decree or order subject to the terms of this Agreement.
- 4.2.** If Company intends to use, publish or otherwise disclose any Confidential Information in reliance upon paragraph 3.1(e) above, it shall:
- (a) Give prompt notice of such request to ALPHA TECH so that it may seek an appropriate protective order or other appropriate remedy; and
  - (b) cooperate with ALPHA TECH to obtain such protective order or other appropriate remedy.

## **PRIVACY AND DATA PROTECTION**

- 7.1.** Both Parties shall comply fully with all applicable Pakistani laws and regulations regarding privacy and data protection, and without limiting the generality of the forgoing, each Party shall:
- (a) Obtain all necessary and required consents with respect to the collection, use and disclosure of personal information to be used by the other as contemplated hereunder.

- (b) Ensure that the transfers of personal information by one Party to the other arising from or pursuant to this Agreement will comply in all material respects with any applicable privacy and data protection legislation in Pakistan.
- (c) Identify a member of its management who shall be responsible for ensuring compliance with all data protection obligations under this Agreement.
- (d) Refer any third party who request access to Personal Information to the other Party, if applicable, and both Parties shall provide all reasonable assistance to the other to facilitate such such requests.
- (e) Use appropriate security measures to protect the Personal Information in its custody.
- (f) In the event of a dispute between either Party and an individual or a relevant privacy commissioner concerning the collection, use or disclosure of Personal Information, which dispute is not amicably resolved, both parties agree to defend and advocate the lawfulness of the transfer of Personal Information to Company pursuant to this Agreement through available means of dispute resolution as provided for by applicable privacy legislation.

## **NO OBLIGATION**

**8.1.** Neither party shall be required, by reason of the provision of the Confidential Information hereunder or otherwise by this Agreement:

- (a) To purchase or use any service or item supplied by the other party; or
- (b) to enter into any Transaction, contract or agreement with the other party; or
- (c) to deal exclusively with the other party in any manner.

## **ENFORCEMENT AND REMEDIES**

- 9.1.** Company acknowledges that any breach or violation (or threatened breach or violation) of this Agreement by Company or its Representatives would result in immediate and irreparable injury to ALPHA TECH for which ALPHA TECH will not have any adequate remedy at law. ALPHA TECH shall be entitled, in addition to all other remedies, to a temporary and permanent injunction and/or decree for specific performance of the terms of this Agreement, without the necessity of showing any actual damages, posting a bond or furnishing other security.
- 9.2.** Company agrees to take such reasonable actions as ALPHA TECH considers necessary or desirable against any of Company Representatives in the event such Representatives breach (or threaten to breach) the provisions of this Agreement.
- 9.3.** The right to take reasonable action is in addition to all other rights or recourses available to ALPHA TECH by contract or at law, as a result of any breach or violation of this Agreement by Company or any of its Representatives.
- 9.4.** In any action in which ALPHA TECH obtains a preliminary or permanent injunction or any other relief, ALPHA TECH shall be entitled to a judgment or award for reimbursement of its legal costs, including but not limited to reasonable attorneys' fees.

**9.5.** Company agrees to indemnify and hold ALPHA TECH and its Representatives harmless from any damages, costs, expenses, loss or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information, or any other breach or violation of this Agreement by Company or its Representatives.

**9.6.** No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, option, power or privilege.

#### **ENTIRE AGREEMENT**

**11.1.** This Agreement represents the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior agreements, understandings, discussions, negotiations, representations and correspondence made by or between them.

**11.2.** This Agreement may be amended, modified, waived or terminated only by way of a supplemental agreement signed by the parties.

**11.3.** All of the WHEREAS recitals set forth at the beginning of this Agreement are integral parts of this Agreement and are incorporated into this Agreement by reference.

**11.4.** The titles and headings of this Agreement and all sections of this Agreement are for purposes of convenience only, form no part of this Agreement, and shall not be used in interpreting this Agreement.

#### **SEVERABILITY**

**12.1.** If any clause or provision of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of such clause or provision shall not be affected thereby and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court or other tribunal of competent jurisdiction construes any clause or provision of this Agreement, or any portion thereof, to be illegal, invalid or unenforceable, such court or tribunal shall, only to the extent necessary to ensure the legality, validity, or enforceability thereof, either strike or delete such clause or provision or portion thereof or reduce the duration, area, or other aspect of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

#### **NOTICES**

**14.1.** Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given (i) on the day indicated on the corresponding acknowledgement of receipt if dispatched by registered mail, (ii) on the day indicated on the transmission record if transmitted by facsimile, (iii) on the date of actual delivery if delivered by hand, or (iv) on the day indicated on the corresponding acknowledgement of receipt if dispatched by courier, if such notice is addressed to the party to whom it was sent at the address, or facsimile number, of such party set forth below or at such other address or facsimile



number as the party shall subsequently designate to the other party by notice given in accordance with this provision:

**In respect of ALPHA TECH:**

**NASTP**, at Corporate Headquarters, Alpha Techno Square, Old Airport Road Chaklala Cantt, Rawalpindi,

**In respect of Company:**

**M/s Name & Address of the company**

**GOVERNING LAW & JURISDICTION**

**15.1.** This Agreement shall be governed by the laws of the Islamic Republic of Pakistan and Courts of Islamabad have exclusive jurisdiction to adjudicate the matter.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective representatives duly authorized in that behalf, as of the dates written below.

FOR ALPHA TECH	FOR COMPANY
Name: _____	Name: _____
Designation: Company Secy, ALPHA TECH	Designation: _____
Sign: _____	Sign: _____

Witness 1  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Sign \_\_\_\_\_

Witness2  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Sign \_\_\_\_\_



Date: 30<sup>th</sup> Oct, 2024

## **EXPRESSION OF INTEREST (EOI) & PRE-QUALIFICATION**

### **ESTABLISHMENT AND MANAGEMENT OF CO-WORKING SPACES CENTER (CSC) AT NASTP**

1. NASTP invites proposals for Expression of Interest & Pre-Qualification from valid registered, reputable, well-experienced and established companies / parties / firms etc. for “Establishment and Management of Co-Working Space Centers (CSC)” at various NASTP sites across Pakistan.
2. The objective of this Expression of Interest (EOI) & Pre-Qualification (PQ) is to invite proposals for Establishment and Management of Co-Working Space Centers in Rawalpindi, Kamra, Lahore & Karachi and to pre-qualify companies/ parties/ firms for RFP stage. Complete scope of service and requirements are given in the EOI & PQ Document. The EOI & PQ Document carrying all details is available at [www.nastp.gov.pk](http://www.nastp.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk).
3. A single package containing EOI Proposals, duly completed, signed, stamped, sealed and in complete conformity with EOI document should reach at below address, not later than 1500 Hours on last date of submission of EOI Proposals i.e. date 14 November, 2024 and the proposal shall be opened at 1530 Hours on the same date.
4. Income Tax and Sales tax registration certificates and other documents as mentioned in EOI Documents must accompany the proposals.
5. Proposal must be accompanied valid registration with regulatory bodies / civic authorities (PEC, SBCA) etc.
6. Technical and financial proposals must be submitted accordingly.

NASTP management reserves the right to accept or reject any or all proposals at any time without assigning any reason.

**MALIK MUHAMMAD ARIF  
SCM – NASTP  
NASTP Alpha Techno Square  
Old Airport Road, Chaklala Rawalpindi Tele: 0333-5531496**

**EXPRESSION OF INTEREST  
(EOI)**

— FOR

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**ESTABLISHMENT AND MANAGEMENT  
OF  
CO-WORKING SPACES CENTER (CSC) AT  
NASTP**

- 1. ALPHA EXTENSION RAWALPINDI**
  - 2. SILICON II KARACHI**
  - 3. DELTA II LAHORE**
  - 4. NASTP KHARIAN**
- 

**NASTP**

Alpha Techno Square,  
Old Airport Road, Chaklala  
Rawalpindi

Tele: 051-9504351 Fax: 051-9261494

Email: [bdm@nastp.gov.pk](mailto:bdm@nastp.gov.pk)

## PROJECT BACKGROUND & OBJECTIVES

NASTP undertakes research and development services and activities for advancement and promotion of technologies related to Aviation, Information Technology & Telecommunications, Cyber Space, FinTech and other emerging and disruptive technologies including establishment of Science and Technology Parks and to provide products and services in the aforementioned technologies to startups, small, medium and large size enterprises, businesses, academic institutions Government Bodies and Organizations, etc. and to undertake all ancillary services related to the objects of the company.

NASTP aims to provide an echo-system to companies where they can exchange experiences with each other and make synergies to boost high tech industry. Concept of Co-Working spaces will help freelancers, small startups and SMEs in setting up their business activities and to connect with already established industry to combine strengths in growing a bigger business. This can be done by equipping them with a professional working environment that they can leverage to enhance productivity and efficiency in a globally competitive market. Proposed project design will ensure cost effectiveness and economies of scales for interested parties to grow, operate and expand business across the globe.

### GENERAL

NASTP intends to invite Expression of Interest (EOI) proposals from Interested companies / Firms for **Establishment & Management of Co-Working Spaces Center** at various NASTP sites across Pakistan. All reputable, registered and established Companies / Firms are invited to apply for the purpose.

A transparent evaluation method given in this document shall be adopted for the purpose of evaluation of the applicant's organizational capabilities and capacity in designing, developing and managing co-working spaces center.

Accordingly, well reputed and established companies /Firms having requisite technical, financial and managerial capabilities are invited to participate in the selection process for the above-mentioned Project through submission of their requisite/required EOI Documents in given format.

## 1. PURPOSE OF THIS DOCUMENT

The purpose of this document is to shortlist eligible companies / Firms capable of meeting all the pre-requisites of designing, establishing, operating, maintaining and supporting the CSC. The applicants are required to provide profiles of their firms comprising experience, details of personnel, financial background and strength and operational solutions / capabilities including but not limited to the firm's concept for establishing proposed project components and resultant operations.

### 3.1 Engagement Parameters

- a. Company / Firm selection shall be based on a Revenue Share model with NASTP.
- b. Details of area layout of CSC and other necessary information are attached with this EOI document and details are also available with Director Sierra Karachi. Prospective company/firm can coordinate and visit the site before preparation of the proposal.

#### Basic Component of EOI Proposal

- Technical proposal
  - CapEx on all movable property including furniture & fixtures, ICT, appliances, access control, CCTV, landscaping, etc shall be borne by the Prospective partner.
  - Complete Operational Expenses (OpEx) of the Centre, including but not limited to utilities, HR, facility management, janitorial, security, repair & maintenance, and administrative expenses, installation and operation of supplied equipment, etc. shall be borne by the Prospective partner during the contractual periods.
  - Marketing, Sales, and Business planning/strategy shall be carried out by the Prospective partner at the company's expense.
  - Scrutiny, selection and induction of tenants shall be the responsibility of the Prospective partner.
- Financial proposal
  - Financial background of the company supported by audited financial reports and other relevant documents
  - Year wise revenue projection for CSC
  - Distribution of CapEX & OpEX
  - Percentage of revenue share in favour of NASTP
  - Term of Agreement in number of years

### 3.2 Schedule of Activities

SNo.	Activity	Duration	Date
1.	EOI document availability	T <sub>0</sub>	30 Oct 2024
2.	Pre-bid meeting	T <sub>0</sub> + 1wk	07 Nov 2024
3.	Submission proposal date	T <sub>0</sub> + 2wk	14 Nov 2024
4.	Opening of proposal date	T <sub>0</sub> + 2wk	14 Novt 2024

## 2. TERMS AND CONDITIONS TO DETERMINE SUITABILITY OF APPLICANT FIRMS

### Definitions

In this EOI document, unless there is anything repugnant in the subject or context:

- I. Applicant means the party which submits the proposal in response to this EOI Document.
- IV. "Authorized Representative" means any representative appointed, from time to time, by the Applicant & Client.
- V. "Client " means the NASTP, or any other entity for the time being or from time to time duly appointed in writing by NASTP.
- VI. "Day" means calendar day.
- VII. "EOI Document" means this Expression of Interest Document for selection of partner company / firm in consideration.
- VIII. "Person" includes an individual, firm, company, corporation, institution and organization, etc.
- IX. "Prescribed" means prescribed in this EOI Document.

### Disclaimer

This EOI Document for "Establishment & Management of Co-Working Spaces Center at various NASTP sites across Pakistan" ('the Project') contains brief information about the Project and qualification process for short listing of applicants for next stage. The purpose of the Document is to provide the applicants with information to assist the formulation of their EOI proposal and to shortlist Interested Parties/ Contractors for next stage.

While all efforts have been made to ensure accuracy of the information contained in this EOI Document, this document may not contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and may prepare their proposals in the light of relevant experience and international best practices. NASTP or any of its employees or advisors/consultants, shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI document.

NASTP reserves the right to change any or all conditions/ information set in this EOI Document by way of revision, deletion, updation or annulment through issuance of appropriate notice.

Participation in the EOI process does not qualify any applicant for the next stage of the engagement or award of contract process.

NASTP will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the EOI proposal to be submitted in terms of this Document.



**KEY INFORMATION IN THIS EXPRESSION OF INTEREST DOCUMENT TO BE SUBMITTED BY PROSPECTIVE PARTNER**

1. The Company is to submit a comprehensive proposal for establishing and operating the co-working spaces duly conforming to the engagement parameters specified above. Please note that the information contained in the proposal shall be kept confidential by NASTP. Wherever deemed essential by the Company, sensitive information may be anonymized. However, partial / missing information shall be graded accordingly by NASTP. The essential components of the proposal are summarized below:-

**PART-I : GENERAL INFORMATION ABOUT THE COMPANY**

2. The General information to be submitted by the Company includes **Company's profile, Business Profile, Community Profile and Operational Profile** as described below. For accurate evaluation, please provide all the desired information as stated below under respective sections. NASTP reserves the right to verify all or any of the quoted specifications through suitable documents / sources. The information is to be submitted to **BDM NASTP** as per schedule given in clause 3.2 above.

S No	Information Type	Supporting Documents
(a)	<p><b>Company's Profile</b> Key information to include Company's history, number of operational sites and sites under development, details of operational area currently owned / rented and under development, current seating capacity, management structure, governance model, details of any subsidiaries or shareholders, details on types of agreements with landlords of operational sites, extension plans, key achievements, company's vision &amp; mission statements, and social media footprint (channel-wise followers etc)</p>	<p>Incorporation docs of the Company (Incorporation Certificate and MOA)</p> <p>Latest Copy of Form – 28 &amp; 29 attested by SECP</p> <p>Latest Copy of Form - A attested by SECP</p> <p>Shareholding pattern along with Form 43 (UBO information)</p> <p>Registration with FBR (STRN / NTN)/ PRA</p> <p>Registration with regulatory bodies / civic authorities (PEC, SBCA) etc.</p>
(b)	<p><b>Business Profile &amp; Financial Health</b> The business profile is to cover the following key parameters duly quantified and verifiable. 1. <b>Revenue generation profile</b> by the company is to be measured as (a) Average revenue generated per square footage of the operational area in the last 03 years and (b) Average revenue generated per seat in the last 03 years. If the costing model varies across sites or cities, then the profile is to be separately given for each site/city. 2. <b>Revenue streams.</b> Please mention all streams being deployed for revenue generation, such as monthly members, daily members, conference/meeting rooms, events, eatery, social media, etc.</p>	<p>Copy of Audited Accounts OR Financial statement attested by CFO/ CEO</p> <p>Copy of last annual tax statement</p> <p>List of revenue streams being followed along with relevant details. For each of the revenue streams, please introduce its (a) variants with rates (standard, premier, etc), (b) Profit generation model (inflows vs outflows), (c) collection frequency (such as per month, event-driven, etc)</p>



	<p>3. <b>Area Occupancy Percentage</b> averaged on per month and per annum basis for the last 03 years.</p> <p>4. Any other relevant information and key achievements / contributions</p>	<p>Area occupancy is to be mentioned as consumed/in-use seats divided by seating capacity averaged over each month and also over each year for all the sites. Data for the last 03 years (at least) is to be provided</p>
(c)	<p><b>Community Profile.</b></p> <p>1. Demography of the firms registered with the Company as active members.</p> <p>2. Details of partner companies / VCs with valid agreements/MoUs etc. for collaboration</p> <p>Details of active programs (events, podcast, seminars, conferences etc.) along with their frequency, purpose, outcomes and members/partners. This includes both scheduled and special events organized by the company. Examples of the events organized or sponsored by the company may be provided.</p> <p>4. Details of startups incubated at your co-working setup and the support / opportunities offered to the startup ecosystem by your company including any financial assistance, outreach and projections, community memberships, management, mentorship, trainings etc. Relevant supporting examples in this regard may be provided.</p> <p>5. Any other relevant information and key achievements / contributions.</p>	<p>A verifiable list of companies / firms / startups registered with the Company as active members, clearly stating their primary line of business (business classification).</p> <p>A verifiable list of partnership agencies (national / international). Details and structure of the platforms for networking and linkages may be shared.</p> <p>A list of venture capitalists, their contributions and level of involvement may be provided.</p> <p>A verifiable list of signature forums and events being regularly conducted and their quantifiable contributions to the community.</p> <p>Pictures, weblinks, media-links, news-links, etc. to be given to endorse such events and community demography</p>
(d)	<p><b>Operational Profile.</b></p> <p>This section is to contain key highlights of operational model including average number of employees deployed per site, HR hiring and retention incentives being practiced, status of must-have and good-to-have services deployed on existing sites (backup power, backup ISPs, Fire and health safety protocols/standards, day-care, gaming rooms, gyms, 24/7 operations, huddle rooms, event spaces, security, etc)</p>	<p>Site wise list of operational profile with details on status of all services mentioned (24/7, 24/5, 9 to 5 operations etc). Please mention detailed specifications of value-added services extended to the members for all sites</p> <p>Pictures/ video-links depicting existing space design elements (huddle rooms, meeting rooms, team rooms, co-working space, event rooms)</p>

## PART-II: PROPOSAL SPECIFIC TO EACH SITE

3. The proposal specific to each site is to be submitted after careful site survey, analysis of existing building infrastructure, HVAC, external / internal MEP services, and existing / planned Park's elements / features. Multiple visits of the Centre can be conducted by the Company after coordinating with Director Sierra. No structural change will be allowed. In view of stringent timelines for the Park's operationalization, the designs are to be crystallized and executed in the agreed timeframe with financial penalty for delays beyond agreed upon timelines. This part of the proposal is to be submitted as per schedule given in clause 3.2 above.

1. **Design Plans (Proposed).** Building design plans must include:-
  - (a) Comprehensive 2D drawings / layouts of the Centre.
  - (b) Total seating capacity of the Centre.
  - (c) Details of monetizable vs non-monetizable spaces. Value addition and community experience contributed by non-monetizable spaces.
  - (d) Fair estimates of Capital Expenditure (CapEx) to be incurred to develop the Centre as per proposed designs. Detailed BoQs with costs shall be highly preferred. CapEx share (please mention heads such as Gensets, HVAC, Fire and health safety equipment) suggested to be sponsored by the Company and NASTP.
  - (e) Best possible timelines (minimum) to build and operationalize the Centre with the given design plans.
  
2. **Engagement Parameters.** Please mention the following parameters under this section:-
  - (a) Average revenue generation projection of the Centre (per month and per annum).
  - (b) Minimum revenue generation threshold projected for the Centre (per month and per annum)
  - (c) Ramp-up parameters. To include time needed from inauguration to 100% occupancy of the Centre (probation period) and any rebates / promotion plans to be offered to "early-birds", etc.
  - (c) Details (roles, numbers and broader pay scale) of planned HR to be deployed by the prospective partner for Centre operations.
  - (d) Revenue share percentage to be distributed between NASTP and the prospective partner for the Centre.
  - (e) Detailed parameters for any other JV model, if proposed by the prospective partner.
  
3. **Community Curation Parameter.** Please cover the following details for community curation:-
  - (a) Minimum and Average numbers of events planned to be held at the Centre along with the details of Technology focus of such events.
  - (b) Incentives offered to the rest of the NASTP Sierra Karachi community members.
  - (c) Suggested percentage of technology vs non-tech companies planned to be inducted at the Centre. The higher the better.
  
  - (d) Suggested percentage of aerospace technology vs cyber & IT companies planned to be inducted at the Centre. The higher the better. Minimum 50 / 50
  
4. **Value Added / Misc Features.** Please mention the value added and other features offered to the Centre's and Park's community by the Company.

## EVALUATION CRITERIA

The proposals received in response to this document shall be evaluated by evaluation committee nominated by NASTP. Both qualitative and quantitative evaluation shall be performed and relative grading principle shall be followed by the evaluation committee. The distribution of scores / weightages assigned to each component of the proposal are given below:-

S No	Proposal Section	Score
<b>Part-I (Total Score 45)</b>		
1	Company's profile	15
2	Business Profile	10
3	Community Profile	10
4	Operational Profile	10
<b>Part-II (Total Score 55)</b>		
5	Design Plans	22
6	Engagement Parameters	15
7	Community Curation Parameters	10
8	Value Added / Misc Parameters	8
	<b>Total Score</b>	<b>100</b>

The proposal is to be organized to mandatorily cover the information desired by each section, as stated above. In case essential information is found missing or partially missing, the evaluation committee reserves the right to deduct proportionate marks or approach the company for additional information. Time is of essence for the project. Therefore, the proposal is to be submitted within the stipulated deadlines for each part.

Category-wise scoring rubric is attached herewith.

**PART-I**

<b>S No</b>	<b>Company Profile Weighted Score (15)</b>
	<b>Experience &amp; Presence</b>
1.	Company History (No of Years) - 1 Marks for each year of experience counted form date of registration [Max 06 marks]
2.	Number of Operational Sites [01 mark for each operational site, Max 12 Marks]
3.	Number of Underdevelopment Sites [0.5 mark for each underdevelopment site, Max 06 Marks]
4.	Operational Area Owned / Rented [01 mark for every 30,000 sq ft, Max 10 marks]
5.	Operational Area under development [0.5 mark for every 20,000 sq ft, Max 05 marks]
6.	Seating Capacity of Ops Sites [01 mark for every 250 seats, Max 10 marks]
7.	Seating Capacity for sites under development [0.5 mark for every 250 seats, Max 05 marks]
	<b>Social Media footprint</b>
8.	<b>Scale:</b> 0.25 mark for every 10K followers. To be aggregated across major social media platforms. [Max 04 marks]
9.	<b>Diversity:</b> 01 Mark will be awarded for social media footprint on at least 04 major platforms.
	<b>Fund Raising Potential</b>
10.	Fund Raising Bodies (Venture Capital) / Permanent Partners [0.5 mark for each verifiable partner) [Max 04 marks]
11.	1 Mark each for total investment of Rs 10 million raised from leading VC investors [Max: 06 marks]
	<b>Miscellaneous / Others (Based on individual assessment of the proposal)</b>
12.	Management Structure, Subsidiaries / Shareholders, Strategic and Partnerships, Networking Potential, Experience / qualification / reputation of Permanent Core Team Members [Max: 06 marks]
	<b>Business Profile &amp; Financial Health (Weighted Score: 10)</b>
	<b>Revenue generation profile</b>
13.	Average revenue (AR) generated per square footage for last 03 years <ul style="list-style-type: none"> <li>- For Rs1000&lt;AR&lt;Rs1500 : 02 Marks</li> <li>- For Rs1500&lt;AR&lt;Rs2000 : 04 Marks</li> <li>- For Rs2000&lt;AR&lt;Rs 3000 : 06 Marks</li> <li>- For AR&gt;Rs 3000 : 08 Marks</li> </ul>

14.	<p>Average revenue (AR) generated per seat in last 03 years</p> <ul style="list-style-type: none"> <li>- For Rs10,000&lt;AR&lt;Rs15,000 : 02 Marks</li> <li>- For Rs15,000&lt;AR&lt;Rs20,000 : 04 Marks</li> <li>- For Rs20,000&lt;AR&lt;Rs 25,000 : 06 Marks</li> <li>- For AR&gt;Rs 25,000 : 08 Marks</li> </ul>
	<b>Revenue streams</b>
15.	Diversity and potential of revenue generation Streams. To be evaluated on comparative grounds [Monthly, Daily, Conference/meetings, events, eatery, social media, etc] [Max 05 marks]
	<b>Cumulative Area Occupancy Percentage for the last 03 years</b>
16.	<p>Average per annum (y) [for sites operational more than 01 year only]</p> <ul style="list-style-type: none"> <li>- For 60%&lt;y&lt;80% : 01 Marks</li> <li>- For 80%&lt;y&lt;90% : 03 Marks</li> <li>- For y&gt;90% : 05 marks</li> </ul>
17.	Miscellaneous / Other Value Added Services
	<b>Operational Profile (Weighted Score: 10 Marks)</b>
18.	Hiring and Retention incentives (based on assessment of relevant information in the proposal) [Max: 02 marks]
	<b>Customers' Experience (Must-Have and Good-to-Have Services) [Max: 10 marks]</b>
19.	a) Backup Power
	b) Backup ISPs
	c) Fire and health safety protocol/standard
	d) Day care
	e) Gaming rooms
	f) Gyms
	g) 24/7 Operations
	h) Huddle Rooms
	i) Event Spaces
	j) Security
	<b>Analysis of Company Specific Attributes</b>
20.	Site Culture / Practices and Values, Business model, Operational model [Max: 05 marks]
	<b>Community Profile (Weighted Score: 10)</b>
21.	Demography and technology focus of the firms registered with the company as active members. [Max: 10 marks]
22.	Details of partners companies / VCs with valid agreements / MOUs for collaboration. [Max: 05 marks]
23.	Details of active programs (events, podcast, seminars, conferences etc) along with their frequency, purpose, outcomes and members/partners. This includes both scheduled and special events organized by the company. [Max: 05 marks]
	Details of startups incubated at co-working setup and the support / opportunities offered to the startup ecosystem by the company [Max: 05 marks]

	(a) financial assistance
	(b) outreach and projections
	(c) community memberships
	(d) Management facilities offered
	(e) mentorship, trainings etc
	(f) Others



**PART-II :**

S No	Evaluation Criteria	Marks
<b>Design Plans [Weighted Score: 22]</b>		
1	Quality and comprehensiveness of 2D layouts of the Centre.	05
2	Quality, aesthetics, innovation, and comprehensiveness of 3D / 3D-like renders	08
3	Total seating capacity of the Centre (x) - For 400<x<500 : 03 Marks - For 500<x<650 : 04 Marks - For x>650 : 06 Marks	06
4	Balance of monetizable vs non-monetizable spaces (Value addition and community experience contributed by non-monetizable spaces)	05
5	Fair estimates of Capital Expenditure. To be graded qualitatively and on comparative grounds, based on design elements vs cost. Lower CapEx is preferred but not at the cost of design/quality compromise	08
6	Possible timelines (minimum) to build and operationalize the Centre with the given design plans (x) - For 4 months>x>3 months : 04 Marks - For 3 months>x>2 months : 06 Marks - For x<2 months : 08 marks	08
<b>Engagement Parameters [Weighted Score: 15]</b>		
1	Average revenue generation projection [x (PKR per sq footage)] of the Centre (per month and per annum) measured over the next 10 years. - For 250<x<350 : 02 Marks - For 350<x<400 : 04 Marks - For 400<x<450 : 06 Marks - For 450<x<500 : 08 Marks - For x>500 : 10 Marks	10
2	Minimum revenue generation threshold projected for the Centre (per month and per annum) measured over the next 10 years - Upto 70% of Average Value : 02 Marks - For 71-75% of Average Value : 03 Marks - For 76-80% of Average Value : 04 Marks - For 81-85% of Average Value : 05 Marks - For >86% of Average value : 06 Marks	06
3	<b>Ramp-up Period (Probation Period).</b> - Greater than 01 year : 01 Marks - 9-12 months : 02 Marks - 6-8 months : 04 Marks - Less than 6 months : 06 Marks	06
4	Details (roles, numbers and broader pay scale) of planned HR to be deployed by the Company for Centre operations. To be evaluated quantitatively on a relative scale	05

5	Revenue share percentage (x) to be given to NASTP for the Centre - From 50% To 70% : 0.6 Mark for unit increase	12
6	Miscellaneous / Others (To include financial, managerial, operations, business and other aspects of JV). To be graded qualitatively on a relative scale	06
7	JV models other than Revenue Share will be graded independently but on similar parameters as stated above	NIL
<b>Community Curation Parameters [Weighted Score: 10]</b>		
1	Minimum and Average numbers of events planned to be held at the Centre [(x), community building activities and events over a 12-month period ]. - For $5 < x < 8$ : 01 Mark - For $8 < x < 12$ : 02 Marks - For $x > 12$ : 03 Marks	03
2	Incentives offered to Sierra Karachi community members	03
3	Suggested percentage of technology Vs non-tech companies committed to be inducted at the Centre (x) - For $60\% < x < 69\%$ : 01 Mark - For $70\% < x < 79\%$ : 02 Marks - For $80\% < x < 89\%$ : 03 Marks - For $x > 89\%$ : 04 Marks	04
4	<b>Value Added / Misc Features:</b> Based on individual proposals and their evaluation. This category is to evaluate all additional parameters offered for Sierra Karachi site, which are not covered in previous categories. Evaluation will be carried out on a relative scale.	08



# GENERAL TERMS & CONDITIONS

## 1. Invitation

1.1 NASTP invites proposals for Expression of interest from valid registered, reputable, well-experienced and established Companies/Firms, etc. for “Establishment and management of Co-Working Spaces Center” to develop technology Eco-system.

1.2 The Centre is required to be established and operated for 02 years (flexible) by an experienced and qualified private sector firm (**the Company**) on a Joint Venture (JV) agreement Model.

## 2. Instruction to Firms

2.1 The companies/firms have been short listed to submit Technical & Financial Proposals.

2.2 Companies/firms should familiarize themselves with rules & regulations and take them into account during preparation of their proposals. Companies/firms are encouraged for clarifying any queries related to the CSC and may liaise with NASTP for the same.

2.3 Submission of the proposals by the companies is purely on the basis of “No Cost No Obligation Basis”; therefore, Companies/firms shall bear all costs associated with the preparation and submission of their proposals. NASTP reserves the right to annul the selection process at any time prior to award of contract, without thereby incurring any liability to the Firms.

2.4 NASTP may provide available facilities and inputs as required by the firm.

2.5 Applicant Companies/Firms are required to submit the following documents;

- i. Company Profile
- ii. Firm Registration / incorporation certificate
- iii. Income Tax Registration
- iv. Sales Tax Registration (if Applicable)
- v. Evidence of appearance on Active Taxpayer’s List with FBR and Sales Tax Department
- vi. Relevant Experience in same scope of work
- vii. List of full time technical and supervisory staff along with their CVs
- viii. List of Panel experts i.e Trainers, incubation expert, media partner etc
- ix. National Affiliations (if any)
- x. International Affiliations (if any)
- xi. Details of Project/assignment Works/ Services of similar nature completed or in hand with cost.
- xii. Present Running Projects
- xiii. Undertaking that the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan
- xiv. Last 5 years financial statements counter signed & stamped by CFO & CEO (incase of firm) and audited financial statement along with form A attested by SECP (incase of company)
- xv. ISO Certification (if applicable)
- xvi. Non-Blacklisting with any Government department/ agencies/ authorities. An affidavit of “Non-blacklisting” from authorized signatory on judicial stamp paper to the effect that the bidder is not black-listed.
- xvii. Minimum Two (3) years of business existence (counted from the date of registration) with relevant experience
- xviii. CERTIFICATE FOR CORRECTNESS OF DATA / DOCUMENTS / INFORMATION

(on Stamp Paper of Rs.200/-)

- xix. Any other relevant document to qualify proposed feasibility of business model.

### **3. Disclosure of Interest**

Applicant companies/firms shall disclose all project, venture and assignment of similar nature in its application and proposal.

Failure to disclose such project, venture and assignment and concealment of facts may lead to the permanent disqualification of the applicant or the termination of its Contract in future.

### **4. Amendment in the Document**

- 4.1 Alpha Tech may, at any time prior to the deadline for submission of the applications, at its own initiative or in response to a clarification requested by the Applicants, amend the document, on any account, for any reason. All amendment(s) shall be part of the EOI document.
- 4.2 Alpha Tech shall notify the amendment(s) in writing to the prospective interested applicants.
- 4.3 Alpha Tech may, at its sole discretion, amend the Document or extend the deadline for the submission of the Proposal.

### **5. Queries**

- 5.1 Queries of the Applicant/Firm (if any) for seeking clarifications regarding the services required must be received in writing to NASTP **till 10 Nov, 2024**. All queries shall be responded within due time. Any query received after said date shall not be entertained. NASTP may host a Q&A session (if Required). All Applicants shall be informed of date, time & venue in advance.

### **6. Performance Guarantee**

Successful company/firm shall deposit bank guarantee issued by A rated commercial bank only, equivalent to six (06) months projected monthly revenue share of successful partner as a performance guarantee. The same will be returned upon completion of the contract period.

### **7. Proposal Submission Requirement**

- 7.1 Applications for shortlisting containing technical part and operational and revenue models should be submitted in separately sealed envelopes to be submitted to NASTP on or before **1500 hours on 14 Nov 2024**. The proposals shall be publicly opened at Alpha Techno Square Chaklala Rawalpindi. In case the last date of proposal submission falls in / within the official holidays / weekends of NASTP, the last date for submission of the proposals shall be the next working day

The proposals are to be prepared in English language. The applicants must provide complete information along with supporting documents. Any lapses to provide essential information may result in disqualification of the applicant.

All documents submitted by the applicant company/firm should be delivered in one Packet/parcel for ease of handling and to avoid loss of documents. Any misstatement (s)/ false information by any applicant will result into his disqualification at any stage.

The Applicants can seek any clarification regarding the project, EOI documents or evaluation criteria from **Business Development Manager NASTP** .

## **8. Proposal Evaluation**

- 8.1 From the time the Proposals are opened to the time the Contract is awarded, the Contractors / Firms should not contact the NASTP on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the NASTP during examination, evaluation, ranking of Proposals, and recommendation for award of Contract will result in their disqualification.
- 8.2 After the technical evaluation is completed, the NASTP shall notify in writing to the Contractors/Firms that have secured the minimum qualifying marks to consider them for next stage of negotiation on operational plan and revenue streams discussions.
- 8.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 8.4 The contractors/consultants may be called for presentation of their operational model and revenue model.

## **9. Award of Contract**

- 9.1 NASTP shall award the Contract to the selected contractor/firm, and the same would be communicated to all participants accordingly.
- 9.2 After receiving of award of contract, contractor/firm is required to sign the agreement for the specified work.

[ON RUPEES 200 STAMP PAPER]

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (herein referred to as this “**Agreement**”) is entered into on this \_\_\_\_\_ day of Nov, 2024

### BETWEEN

NASTP or its company, a company incorporated under the laws of Pakistan, having its registered office at Corporate Headquarters, Alpha Techno Square, Old Airport Road Chaklala Cantt, Rawalpindi, Pakistan, herein referred to as “**Alpha Tech**”, which expression shall, wherever the context so permits, mean and include its affiliates, subsidiaries, successors in interest and assigns of the **FIRST PART**.

### AND

M/s \_\_\_\_\_, incorporated under the laws of Pakistan having its registered office at \_\_\_\_\_, having Incorporation number \_\_\_\_\_ herein referred to as “**Company**”, which expression shall, wherever the context so permits, mean and include its affiliates, subsidiaries, successors in interest and permitted assigns of the **SECOND PART**.

(Alpha Tech and Company herein referred to individually as the “**Party**” and collectively as the “**Parties**”)

### WITNESSTH:

**WHEREAS**, Alpha Tech is incorporated to, *inter alia*, develop a project of Establishment of Co-working spaces in Sierra, Karachi. (herein referred to as the “**Project**”) therein.

**WHEREAS**, Company has intent to design and develop website of NASTP on the basis of information provided by Alpha Tech management.

**WHEREAS**, in order to protect its business interests, Alpha Tech desires Company to assume and undertake certain obligations, including the preservation and protection of its Confidential Information (as defined below in Article 1.1(b)).

**WHEREAS**, Company is agreeable to protecting Alpha Tech Confidential Information.

**NOW THEREFORE**, the parties agree as follows:

### DEFINITIONS

1.1. The parties agree that the following definitions shall apply to this Agreement:

- (a) **“Business”** shall mean any and all aspects of the business being conducted, planned to be conducted or contemplated to be conducted by ALPHA TECH, including but not limited to the development of the Project and the establishment of NASTP.
- (b) **“Confidential Information”** shall mean and include all information, knowledge and data, whether in a tangible or intangible form, or whether transmitted orally, electronically or in written form, concerning (i) business, financial or technical information, (ii) the business plans, strategic plans, operations, practices, concepts, ideas, research, techniques, methods, and procedures of ALPHA TECH, (iii) the know-how developed, used, and contemplated for use in connection with the Business, and (iv) such other information, in any form whatsoever, containing or otherwise reflecting information about ALPHA TECH, which ALPHA TECH treats as proprietary and confidential.
- (c) **“Authenticity”** The shared information must be treated as “confidential information” and falls in ambit of this agreement. It is strictly prohibited that shared data will be disclosed before third party without permission of ALPHA TECH
- (d) **“Representatives”** shall include a party’s shareholders, directors, officers, employees, agents, advisors and Company’s including legal counsel, accountants and financial advisors.
- (e) **“Transaction”** shall include a possible business relationship, contract, or transaction which may at some future date be entered into by the parties.

## **NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

- 2.1.** Company acknowledges that the Confidential Information belongs to ALPHA TECH and has been obtained by ALPHA TECH at great cost and is of great value to ALPHA TECH. Company further acknowledges that it has or will become privy to the Confidential Information by virtue of this Agreement with ALPHA TECH.
- 2.2.** For as long as Company is in possession of any Confidential Information, Company shall hold and maintain it in strict confidence, and shall not directly or indirectly use, divulge, furnish or make accessible to any person or entity not expressly authorized by ALPHA TECH to receive such information.
- 2.3.** In the event Company or anyone on Company’s behalf are served with or subject to a legal demand, legal obligation, court order or request for disclosure of any Confidential Information, Company shall provide ALPHA TECH with notice as soon as practicable and use its best efforts to oppose and/or adjourn any such disclosure and to afford ALPHA TECH the opportunity to oppose such disclosure lawfully.
- 2.4.** Company agrees that the terms of this Agreement are confidential and may not be disclosed to any third party other than its legal and financial advisors who shall in turn agree not to disclose the terms to any third party.
- 2.5.** The fact that Confidential Information has been disclosed to a limited number of outsiders by ALPHA TECH shall not deprive the information, knowledge or data of its proprietary or confidential status.

- 2.6. Information exchanged by the parties prior to the commencement date shall be deemed to be Confidential Information and protected by this Agreement.
- 2.7. Company acknowledges that all the Confidential Information obtained by it or submitted or transmitted to it by ALPHA TECH in any form shall be held in trust by Company and utilized only for the purpose it is intended.
- 2.8. It is clearly understood and expressly agreed by Company that it will not copy or retain any Confidential Information and shall forthwith return the same to ALPHA TECH upon the expiry or termination of any business relationship between the parties. Company shall, however, continue to be bound by the non-disclosure obligations until the termination of this Agreement in accordance with its terms.

## EXCEPTIONS

- 4.1. The obligations with respect to handling and using Confidential Information as set forth in this Agreement are not applicable to information which is:
- (a) In the public domain or becomes common knowledge within the industry (other than through a violation or breach of this Agreement or violation or breach of any other obligation of confidentiality by any person or entity); or
  - (b) known to Company prior to disclosure by ALPHA TECH, as evidenced by competent written proof; or
  - (c) independently developed by Company without breach of this Agreement by Company; or
  - (d) obtained by Company from third parties who obtained such information (other than through a violation or breach of any agreement or other obligation of confidentiality); or
  - (e) disclosed as required by governmental decree, law or statute or judicial decree or order subject to the terms of this Agreement.
- 4.2. If Company intends to use, publish or otherwise disclose any Confidential Information in reliance upon paragraph 3.1(e) above, it shall:
- (a) Give prompt notice of such request to ALPHA TECH so that it may seek an appropriate protective order or other appropriate remedy; and
  - (b) cooperate with ALPHA TECH to obtain such protective order or other appropriate remedy.

## PRIVACY AND DATA PROTECTION

- 7.1. Both Parties shall comply fully with all applicable Pakistani laws and regulations regarding privacy and data protection, and without limiting the generality of the foregoing, each Party shall:
- (a) Obtain all necessary and required consents with respect to the collection, use and disclosure of personal information to be used by the other as contemplated hereunder.

- (b) Ensure that the transfers of personal information by one Party to the other arising from or pursuant to this Agreement will comply in all material respects with any applicable privacy and data protection legislation in Pakistan.
- (c) Identify a member of its management who shall be responsible for ensuring compliance with all data protection obligations under this Agreement.
- (d) Refer any third party who request access to Personal Information to the other Party, if applicable, and both Parties shall provide all reasonable assistance to the other to facilitate such such requests.
- (e) Use appropriate security measures to protect the Personal Information in its custody.
- (f) In the event of a dispute between either Party and an individual or a relevant privacy commissioner concerning the collection, use or disclosure of Personal Information, which dispute is not amicably resolved, both parties agree to defend and advocate the lawfulness of the transfer of Personal Information to Company pursuant to this Agreement through available means of dispute resolution as provided for by applicable privacy legislation.

## **NO OBLIGATION**

**8.1.** Neither party shall be required, by reason of the provision of the Confidential Information hereunder or otherwise by this Agreement:

- (a) To purchase or use any service or item supplied by the other party; or
- (b) to enter into any Transaction, contract or agreement with the other party; or
- (c) to deal exclusively with the other party in any manner.

## **ENFORCEMENT AND REMEDIES**

- 9.1.** Company acknowledges that any breach or violation (or threatened breach or violation) of this Agreement by Company or its Representatives would result in immediate and irreparable injury to ALPHA TECH for which ALPHA TECH will not have any adequate remedy at law. ALPHA TECH shall be entitled, in addition to all other remedies, to a temporary and permanent injunction and/or decree for specific performance of the terms of this Agreement, without the necessity of showing any actual damages, posting a bond or furnishing other security.
- 9.2.** Company agrees to take such reasonable actions as ALPHA TECH considers necessary or desirable against any of Company Representatives in the event such Representatives breach (or threaten to breach) the provisions of this Agreement.
- 9.3.** The right to take reasonable action is in addition to all other rights or recourses available to ALPHA TECH by contract or at law, as a result of any breach or violation of this Agreement by Company or any of its Representatives.
- 9.4.** In any action in which ALPHA TECH obtains a preliminary or permanent injunction or any other relief, ALPHA TECH shall be entitled to a judgment or award for reimbursement of its legal costs, including but not limited to reasonable attorneys' fees.

**9.5.** Company agrees to indemnify and hold ALPHA TECH and its Representatives harmless from any damages, costs, expenses, loss or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information, or any other breach or violation of this Agreement by Company or its Representatives.

**9.6.** No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, option, power or privilege.

## **ENTIRE AGREEMENT**

**11.1.** This Agreement represents the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior agreements, understandings, discussions, negotiations, representations and correspondence made by or between them.

**11.2.** This Agreement may be amended, modified, waived or terminated only by way of a supplemental agreement signed by the parties.

**11.3.** All of the WHEREAS recitals set forth at the beginning of this Agreement are integral parts of this Agreement and are incorporated into this Agreement by reference.

**11.4.** The titles and headings of this Agreement and all sections of this Agreement are for purposes of convenience only, form no part of this Agreement, and shall not be used in interpreting this Agreement.

## **SEVERABILITY**

**12.1.** If any clause or provision of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of such clause or provision shall not be affected thereby and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court or other tribunal of competent jurisdiction construes any clause or provision of this Agreement, or any portion thereof, to be illegal, invalid or unenforceable, such court or tribunal shall, only to the extent necessary to ensure the legality, validity, or enforceability thereof, either strike or delete such clause or provision or portion thereof or reduce the duration, area, or other aspect of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

## **NOTICES**

**14.1.** Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given (i) on the day indicated on the corresponding acknowledgement of receipt if dispatched by registered mail, (ii) on the day indicated on the transmission record if transmitted by facsimile, (iii) on the date of actual delivery if delivered by hand, or (iv) on the day indicated on the corresponding acknowledgement of receipt if dispatched by courier, if such notice is addressed to the party to whom it was sent at the address, or facsimile number, of such party set forth below or at such other address or facsimile



number as the party shall subsequently designate to the other party by notice given in accordance with this provision:

**In respect of ALPHA TECH:**

**NASTP**, at Corporate Headquarters, Alpha Techno Square, Old Airport Road Chaklala Cantt, Rawalpindi,

**In respect of Company:**

**M/s Name & Address of the company**

**GOVERNING LAW & JURISDICTION**

**15.1.** This Agreement shall be governed by the laws of the Islamic Republic of Pakistan and Courts of Islamabad have exclusive jurisdiction to adjudicate the matter.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective representatives duly authorized in that behalf, as of the dates written below.

FOR ALPHA TECH	FOR COMPANY
Name: _____	Name: _____
Designation: Company Secy, ALPHA TECH	Designation: _____
Sign: _____	Sign: _____

Witness 1  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Sign \_\_\_\_\_

Witness2  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC: \_\_\_\_\_  
Sign \_\_\_\_\_