



REQUEST FOR PROPOSAL (RFP)

Provision of Services to Establish and Manage “Ignite National Incubation Center Sialkot”

No.: IGNITE/NIC-SIALKOT/2024-25/0011/Proc

Date of issue: December 12, 2024

IGNITE – National Technology Fund
Ministry of Information Technology & Telecom
Government of Pakistan

**3rd Floor, Telecom Foundation (TF) Complex,
7 Mauve Area, G-9/4 Islamabad
www.ignite.org.pk**



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PART A

DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS



1 DEFINITIONS

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

- 1.1. **“Bidder”** means a firm, agency, party or consortium/JV which will submit proposal in response to this RFP.
- 1.2. **“Bidding Document”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- 1.3. **“Board”** means the Board of Directors of the Ignite – National Technology Fund.
- 1.4. **“Company”** Ignite – National Technology Fund, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at 3rd Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan.
- 1.5. **“Consortium”** means an association of more than one legal entity, which have come together to jointly respond to this RFP.
- 1.6. **“Date of Issue”** means “the date on which the National Incubation Center-Sialkot RFP is issued by the Company to solicit bids from potential bidders to establish and manage the National Incubation Center-Sialkot.”
- 1.7. **“Day”** means calendar day.
- 1.8. **“Funding Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (see Annexure D).
- 1.9. **“Startup”** means “information technology start-up/ company/enterprise that will be selected into the National Incubation Center-Sialkot and will undergo incubation, mentoring and training under the National Incubation Center-Sialkot.”
- 1.10. **“Incubator Management Team”** means “administration appointed by the Successful Bidder on full time basis in accordance with its proposal to establish and manage the National Incubation Center-Sialkot.”
- 1.11. **“Incubator”** means “an ICT entrepreneur development platform funded by Company and outsourced to a successful bidder with an objective to accelerate the growth and success of ICT entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth.”
- 1.12. **“Joint Venture (JV)”** means an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
- 1.13. **“Lead Bidder/Partner”** is the lead entity, in case of consortium, joint venture (JV) or partnership who is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.
- 1.14. **“Ignite National Incubation Center-Sialkot”** means “an ICT entrepreneur development platform funded by Company and outsourced to a successful bidder with an objective to accelerate the growth and success of ICT entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth.”
- 1.15. **“Ignite National Incubation Center-Sialkot (NIC-Sialkot) RFP”** means “set of documents prepared by Ignite, which consists of definition, instructions for bidders, ToRs, evaluation



criteria, forms for providing information and draft contract etc. to solicit proposal from potential bidders for management of a National Incubation Center-Sialkot.”

- 1.16. **“Ignite National Incubation Center Project”** means “an information & communication technologies development project focusing on creating strong economic impact by successfully supporting start-up and emerging technology companies to create and /or commercialize knowledge-intensive products and services through Ignite National Incubation Centre Sialkot.”
- 1.17. **“Partnership”** means a general partnership is a form of business entity in which two or more co-owners engage in business for profit.
- 1.18. **“Proposal”** means the entire set of documents consisting of bidder’s Profile, Technical and Financial Proposals submitted by bidder.
- 1.19. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- 1.20. **“Request for Proposal (RFP)”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- 1.21. **“Resident Monitor”** means a person posted by the Company in National Incubation Centre-Sialkot for liaison & monitoring.
- 1.22. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to the Ignite National Incubation Center-Sialkot RFP and who shall be responsible for running the operations of the Ignite National Incubation Center-Sialkot.
- 1.23. **“Terms of Reference” (ToR)** means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.
- 1.24. **“Ultimate Beneficial Owners”** natural person who ultimately owns or controls the bidder's company and/or the natural person on whose behalf a transaction is being conducted; or natural person who exercises ultimate effective control over a legal person or legal arrangement.

2 MANDATORY ELIGIBILITY CRITERIA CHECKLIST

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

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	
3.	Proof of Sales Tax Certificate (If Applicable, please check ☑ , otherwise put a Cross ☒ in the Mark Column)	



4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>), (If applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column).	
5.	In case of proposal being submitted as consortium/Joint Venture (JV), attach consent letter of each partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.	
6.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by Public Procurement Regulatory Authority (PPRA), Government, Semi-Government, Private, Autonomous body or any other international organization.	
7.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR’s website) is also to be mentioned.	
8.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name “TECHNICAL PROPOSAL –National Incubation Center-Sialkot”</u></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft copy of the original technical proposal in USB. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical Proposal is not a mandatory requirement.</p>	
9.	<p><u>Envelope #2 shall clearly bear the name “FINANCAL PROPOSAL – “National Incubation Center-Sialkot”</u></p> <p>Financial Proposal in hard copy must be submitted with one soft copy of the same in USB. Soft copy must be in MS Excel format. (The hard copy and soft copy of Financial Proposal must be sealed in Envelope # 2 and should not be part of Technical Proposal in any form).</p>	
10	Affidavit on letterhead that the lead bidder satisfies the financing capacity criteria outlined in clause 13.1 , 13.2 , 13.3 of the RFP. This affidavit is to be placed in Envelope # 1 along with mandatory documentation	
11.	Bid Security of PKR 5 Million to be placed in Envelope # 1 along with mandatory documentations.	
12.	CONFLICT OF INTEREST - DISCLOSURE FORM (attached as Annexure-B)	
13	The bidders currently running/managing two or more NIC Programs as Lead Bidders or three or more as JV/Consortium partners at the time of award	



	contract for NIC Sialkot would not be eligible to participate in this RFP of NIC Sialkot.	
14.	Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts in accordance with provisions of Forms-42, 43 and 44 of the Securities & Exchange Commission of Pakistan (Annexure – C)	
15.	It is mandatory for bidders to submit their proposal on EPADs https://eprocure.gov.pk . In case a bid is not submitted on EPADs, it will not be accepted by the Company in hard form.	

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

In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency reserves the right to blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004 along with rejection of the bid.

3 IGNITE – NATIONAL TECHNOLOGY

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

4 INSTRUCTIONS FOR BIDDERS

This document contains all of the information pertinent to this solicitation, and governs the preparation and submission of proposals. The technical & financial forms to be filled by Bidder for this assignment are annexed with this RFP document. Proposals must be submitted by the deadline stipulated in this RFP, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the section titled “Definitions, Instructions & Information for Bidders”. Proposals will be evaluated by bid evaluation committees constituted by the Company. Selection of Bidders will be on Quality and Cost Based Selection methodology as provided in the Bidding Document.



5 BIDDING DOCUMENT

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

Submission of Technical and Financial Proposals against RFP document means in principle acceptance of attached Draft Agreement by the Bidder. During negotiations with Successful Bidder, only minor changes, can be made in the attached agreement. Company reserves the right to accept or reject any proposed changes by the successful bidder. Company reserves the right to make changes to the draft agreement in order to ensure better & smooth implementation of the project.

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

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

6 PREPARATION OF PROPOSAL

6.1 Language of the Proposal

Proposals prepared by the Bidders and all correspondence and documents relating to the Proposal exchanged between the Bidders and the Company shall be in writing and in English Language, except where otherwise specified.

6.2 Proposal Currency

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

6.3 Period of Validity of Proposal

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

6.4 Supporting Documents

While preparing the Technical Proposal, the Bidder shall ensure that it provides the Company with documentary evidence. Bid evaluation committees will evaluate proposals solely on the basis of documentary evidence submitted in accordance with evaluation criteria described in this RFP.

6.5 Cost of Preparing Proposal



All costs of preparing Proposal, negotiations with Company, including visits for discussion, are not reimbursable.

6.6 Proposal Documents

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

6.7 Technical Proposal

The Technical Proposal is to consist of the following:

- a) Checklist (Mandatory Documents required with the Proposal) – Page 3-5
- b) Technical Proposal Submission Form B1
- c) Profile of the Lead Bidder - Form B2
- d) Physical Infrastructure - (Form B3-1 to Form B3-2)
- e) Relevant Experience of the Firm/Bidder (Form B4-1 to B4-5)
- f) Proposed Methodology (Form B5)
- g) Proposed Curriculum (Form B6)
- h) Proposed Project Team (Forms B7-1 to B7-4)
- i) Roles and Responsibilities of Consortium/JV Partners/Partnership – Form B8 (if applicable)

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit similar nature assignments for technical evaluation using the prescribed format.

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

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

6.8 Financial Proposal

The Financial Proposal is to consist of the following:

- a) Financial Proposal submission Form– Form C1
- b) Summary of costs – Form C2
- c) Breakdown of Major CAPEX & OPEX – Form C3
- d) Breakdown of Remuneration of Proposed Team Members (Regular & Part Time/On Call) – Form C4
- e) Detailed itemized breakup (including what kind of expenses will be charged to each sub head to avoid any kind of misclassification issues) of each CAPEX and OPEX head as mentioned in Form C-3. – Form C5

The Financial Proposal should provide detailed costing related to the management of National Incubation Center-Sialkot.



7 BID SECURITY

Bid security of **PKR 5 Million** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE- National Technology Fund (FTN/NTN: 2939308-6) is to be placed in Envelope#1 along with the mandatory documentation.

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

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

8 TAXES

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.

9 FORMAT AND SIGNING OF PROPOSAL

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

Note: The Technical Proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the Proposal.

10 SUBMISSION, RECEIPT, AND OPENING OF PROPOSAL

Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure A.

- 10.1. Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure A.
- 10.2. The original Proposal shall contain no interlineations or overwriting. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format on letterhead (Form B1 & C1) in separate envelopes.
- 10.3. The Bidder's Organization Head or an authorized representative on his/her behalf should initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.



- 10.4. Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 10.5. Bidder is required to submit one original and one copy of Technical Proposal along with all supporting documents.
- 10.6. One USB containing an electronic copy (labelled ‘Electronic Copy’) of all Proposal documents in PDF format (excluding the Financial Proposal), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. **If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.**
- 10.7. The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the assignment “National Incubation Center-Sialkot” and the name of Bidder. Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment National Incubation Center-Sialkot” and the name of Bidder, with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document, and the name of the Bidder, and clearly marked “DO NOT OPEN BEFORE SUBMISSION DEADLINE”. Company shall not be responsible for misplacement, losing or premature opening of the outer envelope if not properly sealed and marked as stipulated. Such negligence may result in rejection of the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Proposal.
- 10.8. The Proposal must be sent to the following address and received by the Company not later than the time and the date specified elsewhere in this Bidding Document:

Position:	Manager Procurement
Telephone:	+92-51-910 7441-46 Ext. 135
Mobile:	0306-199 1234
Fax:	92-51-910 7447
Email Address:	procurement@ignite.org.pk
Postal Address:	Ignite, 3rd Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad

- 10.9. Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.
- 10.10. Bidders are also required to submit proposals on EPADS <https://eprocure.gov.pk/>.
- 10.11. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 10.12. Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable PPRA rules and the stipulations contained in this document.
- 10.13. Company shall open Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody



of Company and will be opened as per the tentative timeline specified elsewhere in this document.

11 KEY ACTIVITIES & TIMELINE

#	ACTIVITY/MILESTONE	TENTATIVE TIMELINES
1	RFP Issuance	December 12, 2024
2	Deadline for receiving queries / questions	January 03, 2025 05:00 pm
3	Pre-Bid Conference (Location: TBC)	January 07, 2025 at 11:00 am
4	Response to queries/questions related to RFP	January 09, 2025
5	Proposal Submission Deadline	January 23, 2025 03:00 pm
F6	Opening of Technical Proposals (in front of Bidders present at Ignite, 3 rd floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	January 23, 2025 03:30 pm
7	Opening of Financial Proposals (in front of Bidders present at 3 rd floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBD
8	Award/Signing of Agreement	TBD

12 PROPOSAL EVALUATION

- 12.1. From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidder's Proposal. However, the Company may contact the Bidder for seeking clarification of any aspect of Technical Proposal or demand any missing information.
- 12.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 12.3. Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.



13 EVALUATION OF TECHNICAL PROPOSALS

13.1. The lead bidder MUST satisfy the Company that it has sufficient financing capacity for the investments required to establish and manage the Ignite NIC Sialkot and to provide all the relevant services without any interruption. **The technical evaluation of the lead bidder will not be carried out if the lead bidder does not meet the following minimum financing capacity requirements.** The criteria to determine whether the lead bidder has sufficient financing capacity for the project are:

- a) A net worth of not less than Rs.200,000,000; or
- b) Possession or access to a line of credit (from AA+/AAA financial institution) equal to Rs.200,000,000.

13.2. Documentation on Financial Resources of the lead bidder

- a) Audited Financial statements of the lead bidder for the preceding two years, including an income statement and balance sheet, prepared in accordance with International Financial Reporting Standards; or
- b) If the lead bidder had not existed, or had not received revenues, for at least two years prior to the submission of the Proposal, the audited financial statements of any shareholder that meets the requirements of section 13.3 must be provided. The audited financial statements of said shareholder must be provided for the preceding two years and must be compliant with International Financial Reporting Standards.

13.3. The net worth of any shareholder in the lead bidder's entity may be included in the calculation of the net worth of the lead bidder for the purposes of sections 13.1 and 13.2 if:

- a) the shareholder holds a minimum of 1/3 (one third) of the ownership interest (including all forms of ownership interests) in the lead bidder; and

13.4. the shareholder indicates that it is willing to guarantee the performance of the lead bidder and provides a written undertaking to this effect for inclusion in the Proposal

13.5. During the technical evaluation no amendments in the Proposals shall be permitted. Each responsive Proposal will be given a technical score. If Proposal fails to achieve the minimum qualifying technical score indicated in the RFP document, it will not qualify for financial evaluation stage Bidders who obtain at least 70% out of 475 marks in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.

13.6. Financial Proposals of those Bidders obtaining less than 70% marks out of 475 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate Technical Proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:



S. No.	Evaluation Criteria	Sub marks	Marks
1.	Profile of the Lead Bidder– (Form B2)		60
	a. Registered age	15	
	Experience of less than 5 years will carry no marks. Maximum marks = 15 <ul style="list-style-type: none"> i. 5 Years – 3 marks ii. 6 years – 6 marks iii. 7 years – 9 marks iv. 8 years – 12 marks v. 9 years or more– 15 marks 		
	b. Financial Position - Net worth of the Lead Bidder (in Million PKR) (on the basis of last 3 years of audited financial accounts)	45	
	Net worth of up to Rs.200 Million carries no marks. Every additional Rs.10 Million in the Net Worth (most recent audited financial with period ended not older than 18 months) carries 1 mark. Maximum marks 45.		
2.	Physical Infrastructure - (Forms B3)		40
	a. Condition of the proposed building and Geographical proximity to ICT clusters and accessibility to public transport (Form B3-1)	20	
	b. Layout planning (Form B3-2)	10	
	c. Quality/Class of Equipment (Software, Hardware, Electrical & other Appliances, Furniture, etc.) (Form B3-3)	10	
3.	Relevant Experience of the Firm/Bidder (Forms B4)		115
	a. Managing & running Incubator – Years in operation (Form B4-1) . Each year of experience carries 5 points. Maximum Marks = 25	25	
	b. Successful Graduation of Start-ups (Form B4-2) . Less than 40 startups graduated carry no points. Each 5 startups graduated carry 2 marks. Maximum Marks = 30	30	
	c. Cumulative Verifiable Investment Raised by Start-ups (Form B4-3) . Each PKR 100 Million raised carries 2 marks. Maximum Marks = 30	30	
	d. Cumulative Verifiable Revenue Generated by Start-ups (Form B4-4) . Each PKR 50 Million generated revenue carries 2 point. Maximum Marks = 30	30	
4.	Proposed Methodology (Form B5)		150



	a. Outreach Plan	20	
	i. Advertisements, Promotions, branding	10	
	ii. Ability to create local & international collaborations with relevant entities	10	
	b. Startup Selection and Graduation Criteria	30	
	i. Start-up Selection Process & Criteria for Incubation Program	15	
	ii. Start-up graduation criteria	15	
	c. Incubation Cycle Activities	30	
	i. Training & Mentorship Programs	5	
	ii. Workshops & Events	5	
	iii. Customized programs relevant bespoke programs for women empowerment	10	
	iv. Mentoring Strategy & Approach	5	
	v. Culture & Work Environment	5	
	d. Project Management Plan	20	
	i. Program Charter	4	
	ii. Gantt Chart & Timelines	4	
	iii. M & E Process	4	
	iv. Project Success, Scalability Plan etc.	4	
	v. Monitoring Mechanism & KPI's to assess the performance of Startup	4	
	e. Investor linkages	50	
	i. Methodology/content for local investor education workshops	10	
	ii. List of Venture Capitalists, Angel Funding, Private Equity etc. with which the bidder has raised funding in the past	10	
	iii. Methodology for connecting investors and large businesses and corporations for engagement with startups for possible mergers/ acquisitions/ investments	20	
	iv. Perks/Incentives and special discount offers such as AWS etc for Startups	10	



5.	Proposed Curriculum (Form B6)		50
	<ul style="list-style-type: none"> a. Objectives and outcomes b. Quality of Curriculum content c. Pedagogy and methodology d. Faculty expertise and qualifications e. Evaluation and assessment <p>All points carry equal marks</p>	40	
	f. Number of incubators/accelerator where curriculum has been used (5 points for each incubator)	10	
6.	Proposed Project Team (Form B7)		60
	a) Qualification and Competence of the proposed Team Members–Full Time/Part time/ On-call (Forms B7)		
	i. Proposed Team Structure (Form B7-1)	10	
	ii. Project Director Experience in startup ecosystem and Businesses (Form 7-2)	10	
	iii. Qualifications, Total experience, and Professional Certifications/Memberships (Form 7-3)	20	
	iv. Proposed mentors/consultants/Experts (Form B7-4)	20	
	Total		475

14 FINANCIAL PROPOSALS

14.1 After the evaluation of Technical Proposals, the Company shall communicate to each Bidder their respective technical score. Company shall notify Bidders who have secured minimum qualifying technical score, about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder’s attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.

14.2 Bidders whose technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of Agreement with Successful Bidder.



- 14.3 At the outset of the Financial Proposal Opening session, and before actual opening of Financial Proposal, technical score of qualified Bidders shall be read aloud.
- 14.4 A Financial Evaluation Committee shall evaluate the Financial Proposal. If any discrepancy arises between the "total" amount and the partial amount, the "total" amount shall prevail. If any discrepancy arises between "word" representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal.
- 14.5 Quality and Cost Based Selection (QCBS) method will be used for evaluation of Proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

15 COMBINED SCORE

- 15.1 Technical Score (St) shall be calculated as follows: (Technical score obtained by the Bidder/Total Technical score) x 70.
- 15.2 Financial Score (Sf) shall be calculated as follows: (Lowest Bidder's total cost/ Bidder's total cost) x 30.
- 15.3 Combined Score (Total Score) = St + Sf
- 15.4 All Bidders will be ranked based upon the combined technical and financial score.

16 AVAILABILITY OF MANAGEMENT TEAM

- 16.1 The Successful Bidder is bound to propose a relevant team structure for Incubation Management Team in Technical Proposal. The successful bidder must also ensure the availability of proposed team members and in case of non-availability of any proposed team member at the time of submission of proposal during the Agreement term period, the successful bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the request for change
- 16.2 The bidder must ensure that in its proposed team structure and resources (either full time and/or part time) team members/experts having expertise to cater for the key requirements of startups including management of incubator, product development, business model and business plan development, financial modeling and plan development, refinement and development of startup pitches and expertise, etc. If a member of NIC management team is available only part-time, then his/her hours per month should be mentioned and compensation calculated accordingly.
- 16.3 No member of the proposed team should be part of team in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.



- 16.4 No member of proposed team shall be a team member of any other project being funded by the Company which is currently under execution. In case of proposed team member is an employee of other Ignite funded project, he/she shall submit 'conflict of interest' form available at **annexure B**.
- 16.5 Full time team members shall 100% be dedicated to this project and will not be allowed to work on any other assignment till their employment on this project. In case of any such noncompliance, the Company may request the successful bidder to immediately terminate the employment of such team member.

17 AWARD OF AGREEMENT

After completion of evaluation, the Company shall award Agreement to the selected Bidder (highest ranked). After agreement signing with successful bidder, the Company shall return the unopened Financial Proposals of the un successful Bidders.

18 CONFIDENTIALITY

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

19 CONFLICT OF INTEREST

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

a. Conflicting assignments

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

b. Conflicting Relationships

- The Bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Company Board throughout the selection process and the execution of the Agreement.
- The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose



said situations may lead to disqualification of the Bidder or the termination of its Agreement.

- Current employees of the Company shall not work as and for the successful Bidder till the time they are employee of the Company.
- It is mandatory that all potential bidders are required to submit the Conflict of Interest Form (Annexure-B) of the RFP at the time of submission of proposal.

20 FRAUD AND CORRUPTION:

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

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- c. "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels, etc.;
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.

20.2. The Company will reject a Proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement to be executed pursuant to RFP. The Company may also impose penalties on the Bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.

20.3. The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of Proposals and agreement performance, and have them audited by auditors appointed by the Company.

21 CLARIFICATION REQUEST/AMENDMENT

21.1. The Bidder can request a clarification in the RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic



means to the Company's e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential Bidders.

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



PART B

TERMS OF REFERENCE



22 BACKGROUND & INTRODUCTION

The Government of Pakistan envisions to build a business-friendly environment to attract foreign investments & promote entrepreneurship culture in Pakistan. For this purpose, the Federal Ministry of IT & Telecom has been providing an enabling environment for all stakeholders of startup ecosystem to promote startup culture & attract foreign investments.

To spur the growth of Startup and Entrepreneurial ecosystem, Ignite-National Technology Fund in association with Ministry of IT & Telecom has established 5 National Incubation Centers. To further expand this network, National Incubation Centers (NIC) at Hyderabad, Faisalabad & Rawalpindi have also been established to improve the effectiveness of variety of industries including agriculture, livestock, ornamental industrial products, textile, sugar, cement, aerospace etc. located at Hyderabad/Faisalabad/Rawalpindi & its adjacent areas.

In line with the vision to support youth by promotion of entrepreneurship in Pakistan, it is proposed that a National Incubation Center (NIC) in Sialkot may be established.

Sialkot is the 12th most populous city of Pakistan, located in Punjab. Sialkot is one of the spots of so called “Golden Triangle” of industrial cities with Gujranwala & Gujrat as the two other spots. The golden triangle is known with its export-oriented economies. Sialkot is contributing almost \$ 2.5 billion annually in the national exchequer through exports that makes almost 10% of the total exports of the country. Being one of the largest industrial zones of the country, Sialkot has a GDP of \$13 billion that has ranked Sialkot at No. 4 in terms of district wise GDP listing.

Sialkot is recognized by The Economist for its entrepreneurial spirit and productive business climate. The city has been emerged into a world class manufacturing hub of sporting goods & surgical instruments. It is estimated that more than 250,000 residents are employed in Sialkot’s industries. It is not to mention that Sialkot produces over half of the world’s footballs only. Its other sporting goods firms have been particularly successful, and have produced items for global brands such as Nike, Adidas, Reebok, and Puma. Sialkot is also the world's largest center of surgical instrument manufacturing. The surgical industry is made up of small and medium size enterprises, supported by thousands of subcontractors, suppliers, and those providing other ancillary services. The bulk of exports are destined for the United States and European Union.

Most of the enterprises in Sialkot are small to medium and are being funded by the family savings. Sialkot's Chamber of Commerce had thousands of members with most active in the leather, sporting goods, and surgical instruments industry. The Sialkot Dry Port offers local producers’ quick access to Pakistani Customs, as well as to logistics and transportation. Sialkot is the only city in Pakistan that has its own privately hold public International Airport. The city also runs its own airline called Airsial. This airline is managed by the business community of Sialkot based at the Sialkot Chamber of Commerce and Industries.

The city also hosts educational institutions for all levels starting from lower to higher education institutions. There are tens of colleges providing intermediate to undergrad level education programs. There are four universities in the city including two campuses of University of Management & Technology (UMT), Lahore and University of Central Punjab (UCP), Lahore

There is a critical need to improve the effectiveness of variety of industries particularly sporting goods, surgical instruments & leather goods etc. industries of Sialkot. To transform traditional business approach into an innovative tech-oriented form, establishment of national incubation center has become a dire need for youth of Sialkot and its surrounding rural & urban areas.



23 SALIENT FEATURES OF THE PROPOSAL

Ignite has already established eight (8) National Incubation Centers (NIC). One in the Federal Capital, and one in each provincial capital and in Hyderabad, Faisalabad and Rawalpindi. The Board has now mandated the Company to solicit proposals to establish and manage National Incubation Center-Sialkot.

The salient features of NIC Sialkot are given below:

- 23.1. There should be a provision of space (12,000 to 14,000 sq ft) to accommodate at least 25 startups at any given time with allied facilities. Number of startups can be higher than 25 in case where extension is granted to 25 of previous batch;
- 23.2. The Successful bidder is required to established NIC Sialkot building which will be furnished with furniture and equipped with heating/cooling facility, conference rooms, session hall, playing area, genset, high speed internet, pray area washrooms, other allied facilities, etc.;
- 23.3. The Successful Bidder is required to establish and run incubation program on Cohort basis with induction of at least 25 startups per year. At least 25% of inducted startups every year should be women led startups;
- 23.4. Among the 25 startups, preference will be given to those related to the Sialkot local industry, specifically in the sports, surgical, or musical instruments sectors;
- 23.5. The funding and monitoring of NIC-Sialkot will be conducted by the Company as per its mandate;
- 23.6. All expenses related to Incubation setup and operations within approved budget will be reimbursed by the Company;
- 23.7. The established setup would be an Incubator;
- 23.8. Operations to be run by the successful bidder who will also be responsible to appoint a full-time professional management team appointed to run and manage NIC Sialkot;
- 23.9. The successful bidder will be required to submit regular progress covering all aspects of NIC Sialkot to Company;
- 23.10. NIC Sialkot will be an open platform for all eligible entrepreneurs without any discrimination. Focus may also be imparted on bespoke programs for promotion of women led entrepreneurship;



Based upon the above, the Company therefore invites proposals from bidders for management of purpose-built ICT incubator i.e., the National Incubation Center-Sialkot as per guidelines/terms of reference mentioned in this RFP.

24 TERMS OF REFERENCE

The Successful Bidder is expected to provide, inter alia, the following services: -

24.1 INFRASTRUCTURE PROVISIONING/DEVELOPMENT

Successful Bidder is required to propose any modifications in design of already established facility of Ignite NIC-Sialkot as mentioned above in section 23.

The Successful Bidder will be required to:

- i. Successful Bidder is required to provide 12,000 to 14,000 sq ft space either fully furnished or vacant which can be furnished to meet the needs of the required setup;
- ii. Design, renovate & furnish the proposed locations;
- iii. Provide necessary ICT infrastructure including high speed internet etc.;
- iv. Provision of all other allied infrastructure facilities, fixtures, utilities and accessories as may be required;
- v. Provision of laptops for incubation management team only.
- vi. All the planning and resources for established facility may be completed to accommodate 25 startups **(with further provision to accommodate 25% more startups at any given time)** with minimum of 3 members each.

24.2 OUTREACH AND COMMUNICATION

The incubator Management, must devise and ensure a comprehensive communication & outreach strategy to tap and lure key entrepreneurial talent in geographical area of Sialkot region including its adjacent cities/towns and encouraging and facilitating them to induct into Ignite National Incubation Center-Sialkot for transformation of their ideas into a successful business. The bidder must ensure to reach out to all key stakeholders including academic institutions that can become part of incubation centers through effective media and outreach strategy using key digital and non-digital methods and tools for outreach and communication. The bidder is required to come up with strategy to outreach through various media like printed media (newspaper ads), electronic media & social media etc.

24.3 SELECTION OF STARTUP

The Incubator Management will define selection criteria for Startups incubation program on the basis of following qualities in consultation with Ignite, inter alia,

- ❖ A solid business idea using ICT which has local or foreign demand
- ❖ A business plan with projected revenue and profitability potential of business or its impact upon masses or addition in existing body of knowledge;
- ❖ A prototype or MVP would be preferred
- ❖ A capable and motivated entrepreneurial team;
- ❖ Compatibility of business to incubator objectives;



- ❖ Completion of the application process;
- ❖ Solid pitch/presentation

All startups will be required to pitch to a panel of judges in final round for evaluation and selection.

24.4 PROFESSIONAL MANAGEMENT

24.4.1 Appointment of Full Time Management Team

The successful bidder will develop a suitable and relevant team structure as per international best practices and standards to manage and run the incubation center and all its key activities during whole duration of the project. The bidder must ensure that proposed team structure and positions mentioned in team structure are relevant and effective to manage the operations of the Incubator. Appointment of qualified and fulltime individuals against all the key positions described in the proposed team structure during the whole duration of project will also the responsibility of the successful bidder. During the course of the project bidder will ensure that all the key positions do not remain vacant for a longer duration having negative impact of the project. Also, names of management team which are shared by bidder in the proposal must stay with the project for at least two year. Any deviation will be treated as a breach of the agreement.

24.4.2 Capacity Building of Incubation Management Team

In order to stay abreast of the latest developments, technologies and evolving needs of the startups and to enhance the quality of the Incubation Programs, it is proposed that potential bidder come up with a strategy for continuous capacity building of its Incubation management team.

24.4.3 Management of Incubator: Scope of Activities

The Successful Bidder by appointing a professional full-time management team (Incubator Management) will be responsible to run the operations of the Incubator in accordance with its proposal in the winning bid. The Incubator management team will be responsible for activities including but not limited to:

- i. Run the affairs of the Ignite National Incubation Center-Sialkot in the most prudent and professional manner in line with international best practices (with due care and without negligence);
- ii. Will induct 25 startups (in incubation program) each year in 2 cohorts per year;
- iii. In the final year of the program, all of the 25 startups will be inducted in a single cohort.;
- iv. At least 25% of startups inducted every year should be women led startups;
- v. Preference will be given to startups related to the sports, surgical, or musical instruments sectors;
- vi. Devise and implement incubation program comprising of 12 months with first 8 months for business planning and product/prototype development and last 4 months for sales and networking to find customers and investors.
- vii. Impart a comprehensive curriculum during incubation cycle covering generic incubation curriculum and curriculum specific to Sports, Surgical or Music sectors;
- viii. Design bespoke programs with focus towards women and impact entrepreneurship programs;
- ix. Offer Startups the necessary counselling for meaningful implementation of their ideas;
- x. Maintain disciplined/conducive environment and attendance;
- xi. Establishment of an environment and processes to accommodate virtual tenancy;
- xii. Assist Startup in the development/improvement of business plans;



- xiii. Arrange workshops on requirement basis including but not limited to the following areas to develop the entrepreneurial skills:
 - a) New idea generation and design thinking;
 - b) Demand validation and estimation through primary and secondary research
 - c) Product/service planning
 - d) Marketing planning
 - e) Financial planning
 - f) Developing a detailed business plan based on above planning
 - g) Developing a prototype/MVP
 - h) GTM (Go to Market) strategies;
 - i) Developing a pitch deck
 - j) Pitching skills
 - k) Marketing and sales
 - l) Legal matters
- xiv. Arrange regular guest speaker sessions;
- xv. Invite members of chambers of commerce to NIC to evaluate products/services offered by startups;
- xvi. Invite relevant stakeholders from consulates of Foreign embassies in Pakistan and stakeholders from consulates of Pakistan in foreign countries to showcase the work being done by Pakistani startups and to create potential business linkages in foreign countries;
- xvii. Create linkages with other incubators/accelerators in Pakistan and in other countries for knowledge sharing, best practices, startup exchange program;
- xviii. Arrange Investors summit at end of each cohort and invite investors to evaluate startups with main purpose to enable startups to raise funds/investments;
- xix. Organize investor education workshops for local investors about benefits/ROI of investing in local startups
- xx. Provide legal, administrative and marketing consultation support to startups;
- xxi. Provide opportunities to the Startup to participate in relevant exhibitions, conferences and events, both national & international;
- xxii. Provide Startup access & linkages to venture capitalists/angel investors/private equity funds etc.;
- xxiii. Hold investor summits every six months and invite at least ten local/foreign investors where incubated startups will pitch to them;
- xxiv. Explore investment opportunities, induction of seed money through potential venture capitalist and investors for projects completed and ready for commercialization;
- xxv. Create an online library including recording & archiving of all of the workshops/guest speaker sessions conducted in National Incubation Center-Sialkot;
- xxvi. Development, mapping and implementation of curriculum with incubation cycle;
- xxvii. Make sure that all startups of NIC Sialkot get registered on Ignite's National Startup Portal (<https://ignitestartup.pk/>);
- xxviii. Enable and facilitate Startup to grow their business ideas and become successful and sustainable businesses;
- xxix. Startup should be generating some revenue by the time they graduate to sustain themselves after incubation.



24.4.4 Preparation and Development of all relevant Policies and Procedures of Ignite NIC Sialkot Operations

In order to efficiently and effectively manage the operations of NIC-Sialkot, the successful bidder will develop all relevant policies and procedures including Human Resource Management, Procurement, Health & Safety (HSE), Facilities, and other relevant administrative policies. These policies will have to be developed and submitted during inception phase of the project and will be implemented for effective operations of NIC. All such policies will be duly approved by the Company before their implementation. Any subsequent changes for improvement in policies will have to be approved by Company.

24.4.5 Networking and Relationship Building Support

Startups are usually small, early stage, emerging businesses that have limited interaction with demand side/customers and overall ICT ecosystem. Networking and relationship support describe the effective role an incubator takes up to develop connections to resources that Startup may not have access to otherwise. Therefore, Incubator Management shall strive to establish relevant linkages especially with the demand side/customers, partners and investors, and also leverage the existing stakeholders in Sialkot and its adjoining areas that will maximize the success rate of startups, enhancing commercialization potential of the final product and reduce time to market.

24.4.6 Counseling and Mentoring Support

The Incubator Management would develop and maintain a pool of domain specialists willing to serve as mentors, advisors and business counselors for Startup. These mentors and business counselors shall be selected based upon their repute and potential to leverage the Startup' commercialization potential.

The Incubator Management will follow up with mentors on a routine basis to stay abreast of the Startup' performance and progress. Feedback mechanisms shall be put in place to ensure that mentorship is providing the desired value to the National Incubation Center-Sialkot.

24.4.7 Alignment with the Demand Side/Customers and Investors

The Incubator Management in collaboration with Company shall align and interact with the industry in Sialkot region on regular basis. Management shall also strive to attract angel investors, venture capitalists, private equity funds and arrange sessions to educate them about the Ignite National Incubation Center-Sialkot's Incubator activities. Similarly, the successful bidder shall also network and interact with corporates and other relevant individuals and entities in Sialkot to mobilize local resources that may impact the sustainability of Startup.

24.4.8 Resource Scalability

The bidder must ensure provision of resources to at least 25% beyond maximum capacity in terms of startups at any time.

24.4.9 Monitoring of Startup

The Incubator Management shall be responsible for routine monitoring of the Startup since their induction. The successful bidder must also ensure and develop process to enable the Incubator Management to gather key information and data of successfully graduated startup for at least 3 years even after its graduation. The Incubator Management will also ensure that all key data of and information of startups etc. provided to the Company is verifiable and also ensure development of a process to authenticate and verify all information provided.



At the time of induction, the incubator management team shall develop KPIs of inducted startups to monitor their progress during incubation cycle. The metrics for monitoring of startup teams may, inter-alia, include:

- i. Idea and Innovation;
- ii. Market Research.
- iii. Competitor analysis;
- iv. Business plan prepared by each team;
- v. Development of prototype/minimum viable product
- vi. Number of customers;
- vii. Revenue generated;
- viii. Investments raised;
- ix. Quarterly profits, if any;
- x. Financial plan and sustainability;
- xi. Number of employees;
- xii. Growth rate;
- xiii. Exports (if any);

Notwithstanding the aforementioned, each Startup will also provide its KPIs for monitoring its business canvass model / business plan.

24.4.10 Performance KPIs for National Incubation Center-Sialkot Management Team

Each year, the company will provide revised Key Performance Indicators (KPI) to NIC-Sialkot’s Incubator Management Team. The quantitative and qualitative KPI’s should include but not be limited to followings:

S#	KPI	Min Targets	Frequency
1	Induction of Startups in incubation	25	Yearly
2	Successful Graduation of Startups	60%	Yearly
3	Investors Summits	2	Yearly
4	Investor education workshops	2	Yearly
5	Cumulative revenue generated by NIC-Sialkot registered startups	PKR 50 M	At end of the 1 st Year
		10% annual increment	On yearly basis after the 1 st year
6	Cumulative investment committed by NIC-Sialkot registered startups	--	At end of the 1 st Year
		PKR 70 M	On yearly basis after the



			1 st year with 10% annual increase in investments
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Note: The Company will withhold portion of the management fee of the successful bidder if certain KPIs are not achieved in a certain year. Management fees paid will be proportional to the number/percentage of KPIs achieved every year. The company has the discretion to waive or reduce the specified startup Revenue and Investment targets.

Following are the few qualitative KPIs about which the bidder is required to come up with a detailed strategy to meet these KPIs within a certain duration.

- i. Proper Incubator Setup and efficient utilization of Space
- ii. Effective & extensive outreach for selection of startups for each cohort inducted
- iii. Timely selection of cohorts
- iv. Quality of Startups selected
- v. Number of successful seminars, workshops & industry events held every quarter
- vi. Number of women empowered
- vii. Successful completion of proposed curriculum/training
- viii. Startup survival rates after two years of graduation
- ix. Industry alignment and awareness generated
- x. Startup satisfaction surveys
- xi. Mentors/Coaches/Trainers satisfaction surveys
- xii. Arrangement of pitching events
- xiii. Number of venture capitalists/ angel investors/other investors who attended investor summits
- xiv. Number of mentors engaged/linked
- xv. Jobs created by Startups both direct and indirect
- xvi. Cumulative revenue generated
- xvii. Mentoring sessions
- xviii. Road Shows to exhibit successful projects
- xix. Number of visits of members of chambers of commerce to NIC
- xx. Collaboration activities with other national & international incubators, accelerators
- xxi. Collaboration/Affiliation/Partnership with corporates

24.4.11Desired Outcomes

Following are the expected outcomes of the project:

- (a) Incubation cycle will be spread over 12 months including first 8 months for business planning and product/prototype development and last 4 months for sales and networking to find customers and investors.
 - ❖ Market research & business planning (first 4 months). Output should be business plan.
 - ❖ Product service development (5th to 8th month). Output should be MVP.
 - ❖ Networking, Marketing & Sales (9th to 12th month). Output should be paying customers.



However, some of the activities in incubation cycle as mentioned may vary due to need and stage of startups.

- (b) The Successful Bidder is required to host a minimum of 25 Startups per year and establish an alignment with the tech Innovation ecosystem.

24.4.12 Governance Structure

Regular monitoring of Ignite National Incubation Center-Sialkot will be done by the Company through its representatives or resident quality monitors appointed by the Company.

The Ignite National Incubation Center-Sialkot will be supervised by;

- i. The overall activity will be conducted under the oversight of the Board;
- ii. Monitoring by Company under the funding and monitoring mandate;
- iii. The Incubator Management team itself (appointed by the Successful Bidder).

24.4.13 Tenure of the Ignite National Incubation Center-Sialkot

The tenure of Ignite National Incubation Center - Sialkot will be five (05) years and three (03) months from the Effective Date of the Agreement related to management of Ignite National Incubation Centre Sialkot operations including any modifications/changes in physical design of the facility. The recommended duration allowed for each Startup is Twelve (12) months, extendable to another six (06) months or more on case to case basis. After 05 years, the Board will decide on further course of action including extension of tenure for incubator management based on continual success against management KPIs and within PPRA rules. In case of no extension, a new RFP may be issued to invite fresh bids.

24.5 RESPONSIBILITY FRAMEWORK

24.5.1 Provision of Funds

Company will be responsible for the funding of Infrastructure and Operational expenditures as per the Funding Agreement within approved budget. Regular monitoring will also be within the ambit of Company as per its inherent mandate. Funding will be provided on **reimbursement** model, disbursed on quarterly basis upon receipt of duly complete expense reimbursement request Hence, successful bidder will have to ensure availability of Funds equivalent to expected budget of at least 6 months of Operations of Ignite NIC Sialkot.

24.5.2 Provision of Building Facility

The bidder will propose its own location/premises of 12,000 to 14,000 sq ft for NIC Sialkot. The bidder must propose the location/premises in Sialkot in its technical proposal and provide justification for the suitability of this location to meet the objectives of the program. The proposed building must ensure the safety, security, and easy accessibility of its stakeholders.

24.5.3 Provision of Infrastructure

The Bidder shall be responsible for the development of necessary infrastructure required to commence the operations of the Incubation Center within three (03) months of award of contract. However, it is desirable that Successful Bidder develop the state-of-the-art infrastructure within the minimum possible time. This should include, inter alia, adequate lighting, electrical and data infrastructure, HVAC systems, meeting spaces, co-working spaces, session hall, meeting rooms, provisioning of power, ICT infrastructure, power backups, fire safety/security system, furnishing, storage space, break and relaxation areas etc. along with any other related



infrastructure/materials/supplies. Accordingly, the space shall be converted/renovated by the successful Bidder into the Ignite National Incubation Center - Sialkot as per best practices and standards. The cost of such renovation shall be part of bid.

24.6 GRADUATION/EXIT OF STARTUP FROM INCUBATOR

The Startup will be graduated out of the Incubator upon completion of 80% of KPIs initially decided between Ignite NIC -Sialkot management and Startup in consultation with Ignite and meeting the following criteria, interalia:

- a) The Startup has met the committed objectives of the approved business plan which may include:
 - i. The Startup has successfully developed a proper business plan
 - ii. The Startup has developed the prototype/proof of concept/product.
 - iii. The startup has developed a proper pitch deck
 - iv. The Startup has at least one paying customer.
 - v. The Startup has pitched to a local/international angel, private equity fund or venture capitalist to raise potential funding.

- b) Exit of the Startup may also be due to below par performance irrespective of the completion of tenure at Incubator (This means an exit on the basis of failure to deliver the committed objectives and/or poor progress).

24.7 EQUITY

The successful bidder may take equity in startups against its own investment only. If investment is made by the successful bidder against equity in the start-ups during the graduation period, the same has to be informed by successful bidder to the Company or a committee constituted by the Company in writing including amount invested and equity taken in the startup.

24.8 IPR

The Company will own IP rights created by successful bidder arising out of the National Incubation Center-Sialkot. However, neither the Company nor the Successful bidder will have any rights to IP developed by any Startup during their time at NIC-Sialkot.

24.9 PAYMENT PLAN

All payments shall be made on reimbursable model. However, a onetime mobilization advance of up to 50% of CAPEX amount may be paid to successful bidder on request, against a Bank Guarantee equivalent to the mobilization advance to be submitted by the bidder. The same will be released immediately after adjustment of mobilization advance.

Payment for required infrastructure development will be made as per the Payment Plan agreed with the Successful Bidder. Furthermore, payment of operating expenses including but not limited to utilities, salaries of Management Team, payment of trainings/workshops etc. will be made through the invoices duly verified by Company. The successful bidder shall submit invoices to Company as per agreed disbursement plan. The same may be verified by the Company within 30 calendar days. Payment will be made within 30 calendar days after acceptance of deliverables. In case of variance, the undisputed amount shall be recommended to finance for payment.



There shall be no expenditure incurred beyond the approved disbursement plan. However, in exceptional circumstances, for any expense beyond the approved payment plan, the Board will be the final authority to approve such payments or otherwise.



PART C

FORMS TO BE SUBMITTED WITH PROPOSAL



Technical Proposal - Standard Forms

Form B1. Technical Proposal Submission Form

Form B2. Profile of lead bidder

Forms B3: Physical Infrastructure

- i. *B3-1: Proposed location of Ignite National Incubation Center, Sialkot*
- ii. *B3-2: Layout planning*
- iii. *B3-3: Quality/Class of Equipment (Software, Hardware, Electrical & other Appliances, Furniture, etc.)*

Forms B4: Relevance Experience of the Firm/Bidder

- B4-1: Managing & running Incubator/Accelerator – Years in operation*
- B4-2: Successful Graduation of Startups*
- B4-3: Cumulative Verifiable Investment Raised by Start-ups*
- B4-4: Cumulative Verifiable Revenue Generated by Start-ups*

Form B5: Proposed Methodology

Form B6: Proposed Curriculum

Form B7: Proposed Project Team

- B7-1: Proposed Team Structure*
- B7-2: Project Director Experience in startup ecosystem and Businesses*
- B7-3: Qualifications, Total experience, and Professional Certifications/Memberships*
- B7-4: Proposed Mentors/Consultants/Experts*

Form B8: Roles and Responsibilities of Consortium/JV Partners/Partnership (if applicable)



B1. TECHNICAL PROPOSAL SUBMISSION FORM (TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

[Location, Date]

To:

Manager Procurement

Ignite – National Technology Fund

3rd Floor, TF Complex, 7 Mauve Area, G-9/4

Islamabad, Pakistan

Tel: +92-51- 910 7441 - 46

Cell:+92-306-199-1234

Fax: +92-51- 910 7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for development of **Ignite National Incubation Center - Sialkot** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



B2. PROFILE OF LEAD BIDDER

S #	Criteria	
1	<p>Profile of the lead bidder:</p> <ul style="list-style-type: none">i. Registered age of Company (in years) - Duly verified from certificate of incorporation or equivalent.ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	<ul style="list-style-type: none">i. Location of agency office/sub officeii. Number of branches and their contact numbers.iii. Total number of employees at different branches.	
3	<p>Financial Position</p> <ul style="list-style-type: none">i. Name of Banksii. Certificate of Financial position (to be Issued by relevant Bank)iii. Copy of audited Annual Accounts (of last 3 years)iv. Tax Registration (NTN/STN/FTN)	



B3: Physical Infrastructure

B3-1 Proposed location of Ignite National Incubation Center, Sialkot

Location:

Proposed Location:
Address:
Condition of the proposed building along with pictures:
Reason/Justification of Proposed Location:

Geographical proximity to ICT clusters:

#	Name of ICT Industry/ Company in Geographical proximity	Address	Distance from Proposed Location in kms
1			
2			
3			

Geographical proximity to Public/Private Universities/Institution:

#	Name of University/Institution	Address	Distance from Proposed Location in kms
1			
2			
3			



Accessibility to Public Transport:

#	Nearest Available Public Transport	Approximate Distance from Proposed Location in kms
1		
2		
3		

B3-2. Layout Planning

The NIC-Sialkot building is already furnished with heating/cooling facility, board room, conference rooms, session hall, playing area, genset, high speed internet, pray area, washrooms and other allied facilities, Emergency exit etc. Complete layout of the proposed building must be submitted in 2D or 3D pictures.



B3-3. Quality and Class of New Equipment (Software, Hardware, Electrical, Furniture & Other Appliances)

Proposed equipment details including bill of quantity, bill of material along with material specification. Bidder should give complete specs of at least 10 new laptops for NIC management.

Following table may be used as template for provision of equipment.

S. No.	Equipment	Category/Class	Quantity	Specifications, warranty
1				
2				
3				



B4: Relevant Experience of the firm/bidder

B4-1: Managing & running Incubator– Years in operation

#	Name of the Incubator/Accelerator	City (Address)	Focal Person (Name & Contact Detail & active phone/mobile No.)	Period (Start Date & End Date)	Duration (in years)	Total number of Startups inducted	Total Number of Startups graduated successfully

(Add rows in form where necessary)



B4-2-: Successful Graduation of past incubated Start-ups

#	Incubator/Program Name	Incubation Stage		
		Total Cohorts	Total Startups Incubated	Total Startups Graduated

Note: Attach list of Startups with Startup Name, Founder Name, Founder contact details (cell, email), Vertical, etc., should be attached. Number of startups should match with the list. Only documented evidence will be considered.

(Add rows in form where necessary)



B4-3: Cumulative Verifiable Investment Raised by past incubated Start-ups

#	Name of Startup	Founder Name & Contact Details	Investment raised by the startup (Amount in USD)	Investment raised by the startup (Amount in PKR) at then exchange rate	Period in which investment raised (Start date & end date)	Investment Stage (Pre-Seed, Seed, Series A, Series B etc)	Investor Details (Name, Contact No etc)
	Total		USD	PKR			

Note: Only those investments will be considered whose documentary evidence is submitted i.e. affidavit from startups on their letter head signed term sheet, press release, or any similar verifiable document.

(Add rows in form where necessary.)



B4-4: Cumulative Verifiable Revenue Raised by past incubated Start-ups

#	Name of Startup	Founder Name & Contact Details	Total revenue generated by the startup (Amount in PKR)	Period in which revenue generated (Start date & end date)
	Total		PKR	

Note: Only that revenue will be considered whose documentary evidence is submitted i.e. affidavit from startups on their letter head, audited financial statement, bank statement or any similar verifiable document.

(Add rows in form where necessary.)



B5: Proposed Methodology

The proposed methodology to implement the project may include following but not limited to:

- **Outreach Plan** (Advertisements, Promotions, branding etc.) and ability to create local & international collaborations with relevant entities
- **Start-up Induction & Selection Process & Criteria:** For incubation & program and Start-up Graduation criteria
- **Incubation Cycle Activities** (Training & Mentorship Program, workshops, customized programs relevant to growth of Startups etc.), Mentoring Strategy, Culture & Work Environment
- **Project Management Plan** including Charter, Gantt Chart & Timelines, M & E Process, Project Success, Scalability etc., and Monitoring Mechanism & KPI's to assess the performance of Startup
- **Investor linkages/ Methodology** to attract for financing/investments (List of Venture Capitalists, Angel Funding, Private Equity etc. with which the bidder has had connections in the past), local investor education program, Methodology to bring large businesses and corporations for engagement with startups for possible mergers/ acquisitions/ investments, Perks/Incentives and special discount offers such as AWS etc for Startups



B6. –Proposed Curriculum for Incubation Program Separately

The proposed Curriculum may include following but not limited to:

- a. **Objectives and outcomes:** Objectives and expected outcomes of each proposed curriculum to determine how well they align with your organization's goals.
- b. **Quality of Curriculum content:** Content of each proposed curriculum, including the topics covered, the depth of coverage, and the teaching methods used. Ensure that the proposed curriculum covers all the essential elements outlined in your RFP.
- c. **Pedagogy and methodology:** Proposed pedagogy and methodology for each curriculum. Consider factors such as whether the curriculum is based on experiential learning, the use of case studies and simulations, and the use of technology for teaching and learning.
- d. **Faculty expertise and qualifications:** Qualifications and experience of the faculty members who will be teaching the curriculum. Look for faculty members who have relevant industry experience and academic credentials.
- e. **Evaluation and assessment:** Proposed methods for evaluating and assessing the effectiveness of the curriculum. Look for plans to assess both the learning outcomes of participants and the overall impact of the curriculum on the organization.

Course Title	Duration (in hrs)	Course Type (Generic or Specialized) *	Curriculum Ownership (In house, Outsourced) **	No. of Incubators where proposed curriculum has been used	Mapping with incubation cycle ***	Key learning objectives	Key course content	Outcome	Proposed Trainer ****

Note:

* Generic means applicable to all types of startups in cohorts.

** The bidder will provide information whether the proposed curriculum is/will be developed in house or will it be outsourced from its partner.

*** Mapping means that the bidder should specify the time during the incubation cycle this course will be imparted.

**** The bidder must submit **signed CVs** of proposed trainers/coaches/mentors for each course.

Bidders can propose their own curriculum. However, as a guideline, the curriculum can cover market research, business planning, product planning, marketing planning, operational planning, financial planning, pitching, and other areas of successful incubation.



B7. –Proposed Project Team

B7-1: Proposed Team Structure

- a) (Place here the organizational chart of proposed team structure with roles & responsibilities of operating National Incubation Center-Sialkot of each designation)
- b) Proposed team structure justification (by designation)
- c) Below are some proposed positions as a guideline. However, bidders can propose their own positions.
- d) Attach CVs of Proposed Team

(Why these resources are best fit for the position, detailed description,)

Position (bidders can suggest their own positions also)	Type (Full time (FT) or part time)(P T)	In case of part time, number of hours/month	JD of the position in the project	Detailed Justification of the position	Relevant resource		Name of the HR proposed in proposal
					<input type="checkbox"/> Available at present	<input type="checkbox"/> Will be hired	
Project Director	FT						
Program Manager	FT						
Investment/Valuation Manager/Specialist	FT						
Admin/HR/Facilities specialist	FT						
Community Manager/Specialist	FT						



Marketing Manager/Specialist	FT						
Finance/Accounts Manager/Specialist	FT						
Support staff, etc. (specify)	FT						
Part-time staff:							
Legal consultant	PT						
Product/UI design consultant	PT						
Financial/Tax consultant	PT						
Pitching consultant	PT						
Other consultants (specify)	PT						
Etc.							

Note:

Full-time staff should spend 40 hours a week at the NIC. Part-time staff can be engaged on an as needed basis between 8-16 hours a week.



B7-2: Project Director Experience in startup Ecosystem and Businesses

Personnel Summary (Project Director)

Name of Project Director:

General Information	Name:	Date of Birth:
	Telephone:	
	Fax:	
	Years with Present Employer:	

Startup Ecosystem Experience

Summarize professional experience in reverse chronological order

DD/MM/YY		Company/Project/Position/Specific startup ecosystem experience
From	To	

Other Business Experience:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	



Education:

Highest Degree	Level of	Relevance of Degree to the Assignment
PhD		
MPhil/MS		
Masters/4 Bachelors	Years	

Certifications:

Memberships:

Significant Measurable Professional Achievements related to assignment in Last 10 Years:

#	Name	Position Held	Organization	Significant measurable achievements Relevant to position in last 10 years
1				
2				
3				

(Add rows where necessary)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If selected for the project, I will stay with the project for at least two years.



_____ Date: _____

[Signatures of both staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

(Add pages where necessary)



B7-3: Qualification, Total experience, and Professional Certifications/Memberships of each proposed Team Member

Personnel Summary (Complete for each Team Member)

It is mandatory that each Management Team Member must work full time on project. Submit only those team members who will be available for the project for at least two years. Evaluation will only be conducted for team members whose names and CVs are included in Form B7-1.

Name of Employee:

Position:		
General Information	Name:	Date of Birth:
	Telephone:	
	Fax:	
	Years with Present Employer:	

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil/MS	



Masters/4	Years	
Bachelors		

Certifications:

Memberships:

Significant Measurable Professional Achievements related to assignment in Last 10 Years:

#	Name	Position Held	Organization	Significant measurable achievements Relevant to position in last 10 years
1				
2				
3				

(Add rows where necessary)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If selected for the project, I will stay with the project for at least first two years.

_____ Date: _____

[Signatures of both staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

(Add pages where necessary)



B7-4: Proposed Mentors/Consultants/Coaches Experts Profile

(a) Attach CVs of proposed Mentors/Consultants/Experts

(b) Personnel Summary of (Complete specifically for Mentors/Consultants/Experts)

Name	
Position:	
Relationship with Bidding Organization:	
<input type="checkbox"/> Employee of the Bidding Organization <input type="checkbox"/> Consultant <input type="checkbox"/> Employee of the Partner Organization <input type="checkbox"/> Others (Please specify)	
General Information	Date of Birth:
	Telephone:
	Fax:
	Years with Present Employer:
	Total years of experience:

Employment & Training Record:

Summarize professional experience of trainings imparted in reverse chronological order. Indicate particular technical and managerial experience relevant to the project

(Add pages where necessary)



B8. Roles and Responsibilities of Consortium/JV Partners/Partnership etc.

Applying As:

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

Lead Partner Organization Details:

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

Other Partner’s Organization Details:

Partner 1:

Name of Partner:
Focal Person Name:
Contact Detail (Telephone, Email and Postal Address):
Roles and Responsibilities in the Project:

Partner 2:

Name of Partner:



Focal Person Name:
Contact Detail (Telephone, Email and Postal Address):
Roles and Responsibilities in the Project:

Partner 3:

Name of Partner:
Focal Person Name:
Contact Detail (Telephone, Email and Postal Address):
Roles and Responsibilities in the Project:

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

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



Financial Proposal - Standard Forms

Form C1. Financial Proposal submission form

Form C2. Summary of costs

Form C3. Breakdown of Major CAPEX & OPEX.

Form C4. Breakdown of Remuneration of Proposed Team Members (Regular & Part Time/on Call)

Form C5. Detailed itemized breakup (including what kind of expenses will be charged to each sub head to avoid any kind of misclassification issues) of each CAPEX and OPEX head as mentioned in Form C-3.



C1. – FINANCIAL PROPOSAL SUBMISSION FORM (ON BIDDER’S LETTER HEAD)

[Location, Date]

To:

Manager Procurement

IGNITE – National Technology Fund

3rd Floor, TF Complex, 7 Mauve Area, G-9/4,

Islamabad, Pakistan

Tel: +92-51- 910 7441 - 46

Cell:+92-306-199-1234

Fax: +92-51- 910 7447

Email: procurement@ignite.org.pk

Sir,

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



C2. – SUMMARY OF COSTS

Particulars	Pak Rupees
CAPEX (inclusive of all applicable taxes)	
OPEX (5 years & 3 months) (inclusive of all applicable taxes)	
Grand Total of Financial Proposal in PKR (inclusive of all applicable taxes)	



C3. – BREAKDOWN OF MAJOR CAPEX & OPEX

Please include all Capital and Operational expenditures in their respective tables.

CAPEX

CAPEX	Y0(3 months) (Modification/Renovation Phase) (PKR)	Y1 (PKR)	Y2 (PKR)	Y3 (PKR)	Y4 (PKR)	Y5 (PKR)	Total (PKR)
Renovation Cost							
Furniture & Fixtures							
HVAC/Air Conditioning							
ICT Allied Infrastructure (laptops, servers, etc.)							
Shared Resources including Printers, Photocopiers, Scanners etc.							
Contingencies							
Any other items (Please specify)							
Sub Total CAPEX							



OPEX

OPEX	Y0(3 months) (Modification/Renovation Phase) (PKR)	Y1	Y2	Y3	Y4	Y5	Total
Utilities							
Building Rent							
Dedicated Bandwidth (Min. 30 Mbps)							
HR Cost/Salaries of Management Team, Support Staff etc. (including all benefits of the staff, provide the breakdown of benefits separately in form C4)							
Workshops/Trainings/Events Expenses							
Marketing/Advertisements/ Outreach Plan							
Guest Speaker sessions							
Domain Specialists/ Mentorship sessions / Consultants, etc.							
Pitching Events & Investor summit							
Repair & Maintenance							
Traveling, Boarding, Lodging for 2-3 startups and management team (4 local and 2 international events per year)							
Facility/ Equipment Insurance							
Professional Fee (Internal Audit, Legal, Tax, etc.)							
Management Fee							
Contingencies							



Any other items (Please specify)							
Sub Total OPEX							
Grand Total (CAPEX + OPEX)							

Note: All amounts mentioned above in Form C3 should be in PKR and **inclusive of all applicable taxes**. No cost will be allowed for the specific budget heads where N/A is mentioned in Form C3. Management fees and profit should not be more than **20%** of annual **OPEX**. Management fees will be proportional to percentage of KPIs achieved.



C4. – BREAKDOWN OF REMUNERATION OF PROPOSED TEAM MEMBERS (REGULAR & PART TIME/ON CALL)

Names	Position	Duration in hours/week	Per Hour Rate (PKR)	Per month Gross (PKR)	Annual Gross (PKR)
Regular Staff					
1.	Project Director		-		
2.	Program Manager		-		
3.	Other positions		-		
4.			-		
5.			-		
6.			-		
add rows			-		
Part time staff					
1.			-		
2.			-		
3.			-		
add rows			-		
On-call consultants/Mentors/Trainers/Coaches etc.					
1.	Product/UI design consultant			-	-
2.	Legal and tax consultant			-	-
add rows				-	-
Grand Total					

Note: This remuneration should be based on the team proposed in B7.



C5. – ALL OPERATIONAL EXPENSES (ITEMIZED LIST)

Please provide detailed itemized breakup (including what kind of expenses will be charged to each sub head to avoid any kind of misclassification issues) of each CAPEX and OPEX head as mentioned in Form C-3.



25 ANNEXURE A

One Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL NIC SIALKOT” and “TECHNICAL PROPOSAL NIC SIALKOT” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL NIC SIALKOT” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL NIC SIALKOT” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.



26 ANNEXURE B

CONFLICT OF INTEREST - DISCLOSURE FORM

(To be printed on company's letterhead)

In compliance of the mandatory requirement mentioned in the RFP for 'Provision of Services to Manage National Incubation Center-Sialkot' published by Ignite National Technology Fund (*hereinafter 'Ignite' and/or 'Company'*), I hereby confirm:

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

Summary Information			
Date Raised:		Reference No.:	

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

Nature of Conflict	
Description:	

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

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

Signature: _____

Date:



27 ANNEXURE C

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature
(Person authorized to issue notice on behalf of the company)



28 ANNEXURE D

DRAFT FUNDING AGREEMENT

DRAFT FUNDING AGREEMENT

BETWEEN

Ignite - National Technology Fund

AND

[PARTY NAME]

Dated _____



THIS FUNDING AGREEMENT (the “**Agreement**”) is made at Sialkot on this ____ day of _____, 2024

BY AND BETWEEN

IGNITE, FORMERLY KNOWN AS THE NATIONAL ICT R&D FUND, a company registered under Section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017), with its offices at Ignite, 3rd Floor, Telecom Foundation Complex, 7-Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Company**” and/or “**Ignite**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), of the One Part;

AND

[PARTY NAME], a company duly registered and incorporated under the laws of Pakistan, having its registered office at (ADDRESS & DETAILS) **[PARTY NAME]** which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), of the Other Part.

(The Company and the **[PARTY NAME]** are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”, wherever the context so requires).

WHEREAS the Company wishes to promote efficient, sustainable and effective information and communication technology initiatives through synergic development of industrial and academic resources;

WHEREAS Ignite Board has mandated the Company to solicit proposals from potential bidders for the management of an already established purpose-built ICT incubator i.e., Ignite National Incubation Center – Sialkot (**NIC-Sialkot**), in order to continue its operations for another five-years’ duration beyond ----- upon completion of its earlier operations;

WHEREAS [PARTY NAME] has submitted a proposal for the management of National Incubation Center Sialkot Project (as hereinafter defined) which has been subsequently reviewed and approved by the Company for funding;

WHEREAS the Company has vide letter dated accepted the proposal dated submitted by **[PARTY NAME]** and has accordingly accepted to fund the management and related operations



of the Ignite National Incubation Center Sialkot Project (“Project”), on the terms and conditions set forth in this Agreement.

AND WHEREAS the Parties are now desirous of reducing into writing their agreement on their respective rights and obligations in relation to the execution and funding of the Project and matters related thereto.

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

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions:** In this Agreement, the following terms shall have the meaning ascribed thereto below:

- a) **“Agreement”** means this signed agreement together with the Project Portfolio and Appendices, which form an integral part of this Agreement;
- b) **“Appendix”** means an Appendix attached to the Project Portfolio, which shall be considered an integral part of the Project Portfolio, in the hierarchy as set forth in Section 1.2 (xi);
- c) **“Board”** means the Board of Directors of the Ignite;
- d) **“Project Documents”** means:
 - (i) this Agreement; and
 - (ii) the Project Portfolio;
- e) **“Deliverables”** means the tasks, activities, reports, drawings, plans, documents, data, information and the like, whether in draft or final form, required to be performed and/or delivered by [PARTY NAME] under the Project Portfolio;
- f) **“Disclosing Party”** means the Party which discloses Information to the Receiving Party;
- g) **“Effective Date”** means the date where this Agreement becomes effective with mutual consent of the Parties either **a)** the date when mobilization advance as mentioned in **Appendix D** is released to [PARTY NAME] **b)** the date of actual commencement of the Project as



determined by the Company through information submitted by [PARTY NAME] and agreed by [PARTY NAME] or c) as mutually agreed upon between the Parties;

- h) **“Grant”** means the approved funding for the Project, as more fully set forth in the Project Portfolio;
- i) **“Incubator” or “Ignite National Incubation Center Sialkot” (NIC-Sialkot)** means “an ICT entrepreneur development platform funded by Ignite and outsourced to a professional management team with an objective to accelerate the growth and success of ICT entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, mentorship, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth at all times during the Term of this agreement;
- j) **“Information”** means all information or data (whether provided orally, visually, in writing or in any other method) which is directly or indirectly disclosed to or made available to a Party (including its employees, officers, advisers, agents or representatives) hereto by the other Party (including its employees, officers, advisers, agents or representatives) in relation to this Agreement or the Deliverables. Without prejudice to the generality of the foregoing definition, the “Information” shall include but not be limited to:
 - (i) Information contained in and/or ascertainable from samples, stored in and transmitted via electronic medium, letters, papers, drawings, manuals, technical and test reports, proposals, financing and legal information; and
 - (ii) any information relating to any Party's business processes, procedures, plans, intentions, products and services information, know-how, Intellectual Property and Intellectual Property Rights, market opportunities, customers or other business affairs.
- k) **“Intellectual Property Rights”** means “rights in intellectual property, whether or not any of these rights are registered, and include all applications for such right, matter or thing or registration thereof and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world;
- l) **“Key Personnel”** mean the personnel as defined in Clause 13.1 of this Agreement;
- m) **“Project”** means the project titled as National Incubation Center Sialkot Project as more fully described in the Project Portfolio;
- n) **“Project Portfolio”** means the detailed description and plan for the Project approved for funding by the Company. The Project Portfolio consists of the following:



- (i) Appendix A - Project Proposal approved by the Company;
 - (ii) Appendix B - Project Monitoring Schedule;
 - (iii) Appendix C - Milestones Chart;
 - (iv) Appendix D - Phased Disbursement Schedule;
 - (v) Appendix E - Request for Proposal (RFP) and
 - (vi) Appendix F- Agreement between the Parties
- o) **“Receiving Party”** means the Party to whom the Information is disclosed by the Disclosing Party;
- p) **“Request for Proposal”** or **“RFP”** means the Request for Proposal dated issued by the Company for the purposes of the Project and labeled as Appendix E in the Project Portfolio;
- q) **“Term”** means the period for completion of the Project given in the RFP under the head Tenure of National Incubation Center Sialkot starting from the Effective Date of this Agreement;

1.2. **Interpretation:** In this Agreement (except where the context otherwise requires):

- (i) Words and expressions defined in any provision of this Agreement, other than Section 1.1 hereinabove, shall bear the respective meanings assigned to them in the relevant Sections;
- (ii) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (iii) Any reference to a statute or law shall include that statute or law as amended, re-enacted or extended;
- (iv) The headings in the Agreement are included for ease of reference only and shall not be used in its interpretation;
- (v) Words importing persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires;
- (vi) Approval as required under this Agreement, shall mean approvals (including confirmations) which are to be obtained in writing, as agreed between the Parties;
- (vii) The Recitals, Appendices and Annexes form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Recitals, Appendices and Annexes;



- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years of the Gregorian calendar;
- (ix) All references to reports, intimation, information and/or communication to the Company hereunder shall mean reports, intimation, information and/or communication to the Company;
- (x) All the defined terms used in this Agreement but not specifically defined shall have the same meaning as ascribed to them in the Request for Proposal;
- (xi) In case of any conflict and/or inconsistency between any statements, terms or provisions contained in the Project Documents and/or the Appendices thereto, the order of precedence shall be as follows:
 - (a) This Agreement;
 - (b) Phased Disbursement Schedule (Appendix D of the Project Portfolio);
 - (c) Project Monitoring Schedule (Appendix B of the Project Portfolio);
 - (d) Milestones Chart (Appendix C of the Project Portfolio);
 - (e) The Request for Proposal (RFP) for the Project dated (Appendix E of the Project Portfolio);
 - (f) Project Proposal approved by the Company (Both Technical & Financial) (Appendix A of the Project Portfolio); and
 - (g) Appendix F- Agreement between the Parties (if any)

2. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Both Parties, to their respective extent, represent, warrant and covenant, as applicable, as follows:

- (i) Each Party has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder as a body corporate/corporation, duly formed, validly existing and in good standing under the laws of Pakistan and is duly authorized and qualified to conduct transactions/business in Pakistan;
- (ii) The execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate/administrative action and this Agreement constitutes a legal, valid and binding obligation of each party, enforceable against it in accordance with its terms;
- (iii) Neither the execution, delivery nor performance of this Agreement conflicts with, or results in a violation or breach of the terms, conditions or provisions of, or constitutes a default under, the organizational documents of either Party or any contract or other instrument under which either Party is bound, nor violates or conflicts with any applicable law or any judgment, decree, order, writ, injunction or award applicable to either party;



- (iv) Neither Party is in violation of any applicable law, which violation, individually or in the aggregate, would affect the performance of its obligations under this Agreement;
- (v) There is no pending controversy, legal action, arbitration proceeding, administrative proceeding or investigation instituted, or to the best of either Party's knowledge threatened, against or affecting, or that could affect, the legality, validity and enforceability of this Agreement, nor does either Party know of any basis for any such controversy, action, proceeding or investigation;
- (vi) The Project Shall be supervised in three tiers, as per section 24.4.12 of the RFP (Appendix-E):
 - b. The overall operations/activities of the Project shall be conducted under supervision of the Board.
 - c. Monitoring of operations/activities of the Project shall be carried out by the Company as per its inherent funding and monitoring mandate.
 - d. The Incubator Management team ((Project Implementation team) itself (to be appointed by the [PARTY NAME]) shall also effectively monitor the activities of the Project.
- (vii) Each Party has examined this Agreement, including the Project Portfolio, thoroughly and become familiar with all its terms and provisions.

3. PROJECT SCOPE

Subject to and in accordance with the terms of this Agreement:

- (i) [PARTY NAME] shall manage the Project in accordance with this Agreement;
- (ii) [PARTY NAME] shall execute and implement the Project and shall perform and deliver all agreed Deliverables in accordance with the Project Portfolio with due care and without gross negligence; and
- (iii) the Company shall disburse the Grant to [PARTY NAME] in accordance with the schedule given in the Phased Disbursement Schedule subject to verification of Deliverables accomplished (*Appendix D of the Project Portfolio*).

4. PRINCIPAL DUTIES OF THE PARTIES

4.1. DUTIES OF [PARTY NAME]

[PARTY NAME] shall:



- (i) Manage the Ignite NIC – Sialkot located at PTCL Training center, University Rd, near BISE Canal Town, Sialkot and fulfill all its responsibilities towards the Project as laid down under this agreement;
- (ii) provide a conducive environment to host twenty-five (25) Startups (with further provision to accommodate 25% more startups at any given time) with allied facilities. In case number of Startup increases beyond 25, modalities of the same shall be jointly defined by the Parties;
- (iii) At least 25% of startups inducted every year should be women led startups;
- (iv) Fully comply with the Performance KPIs specified in clause 24.4.10 of the published RFP of NIC Sialkot;
- (v) appoint professional management team (which may be referred as the Incubator management team or the Project management team) to run the operations of the Incubator. In case of vacancy in any of approved position, the bidder shall be bound to fill the same position within in two (02) months as per the criteria of vacant position;
- (vi) perform and deliver the Deliverables listed in the Project Portfolio with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- (vii) complete and submit all Deliverables and perform all its obligations under this Agreement within the time stipulated in the Project Portfolio. Time shall be of the essence of this Agreement;
- (viii) fully comply with any representations, warranties and undertakings provided in the Project Portfolio relating to the quality and contents of the Deliverables;
- (ix) use its endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Project Portfolio;
- (x) submit reports as mentioned in the Project Documents and submit any Project related information as and when required by the Company in desired format;
- (xi) facilitate the monitoring of the Project as and when to be done by the Company;
- (xii) present on regular basis to the Company progress achieved in all aspects of the Project;



- (xiii) keep detailed records of all acts and things done in relation to the Project and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;
 - (xiv) comply with all applicable laws including but not limited to federal govt and provincial govt rules and regulations, SOPs, government policies such as COVID, health bye laws, vaccination for staff of café and other SOPs recommended, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under the Project;
 - (xv) apply for, obtain and maintain at all times all required and applicable permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the "**Transition Deliverables**"). Upon successful completion of the Project as per terms agreed under the Agreement, the Transition Deliverables may be transferred back to [PARTY NAME] by the Company as may be reasonably determined by the Company;
 - (xvi) use its best efforts to ensure that all the data, information and beliefs included, or relied upon, in the Deliverables are accurate to the best of its knowledge. All tests and measurements shall be made in accordance with the recognized quality assurance protocols, where applicable. In the event [PARTY NAME] obtains or relies on any derived data, information or beliefs, it shall utilize reasonable and customary efforts to ensure the quality and information of such data, information or beliefs;
 - (xvii) promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of technical information or by responding to reasonable requests for revisions to the Deliverables; and
 - (xviii) Develop a web portal within four (4) weeks of the execution of the Project. In addition to the information with respect to the Company along with its logo/emblem and URL www.igntie.org.pk, the web portal shall contain any and all the relevant and updated details related to the Project. "Updated", means any and all the updates, reports, summary of the Project and information as required by the Company in accordance with **Appendix B** and **Appendix C**.
- 4.1.1 (a). Notwithstanding anything contained herein above, the [PARTY NAME] is permitted to acquire equity in Startups solely through direct investment using its own investment funds. Upon investing in Startups during the graduation period, the [PARTY NAME] must promptly notify the Company (or a designated committee of Ignite) in writing, using the format provided in "**Annexure-A**" of this Agreement. This notification should, *inter-alia*, include details of the amount invested and the corresponding equity stake obtained.



4.1.1. (b) In the event that the Investor fails to notify as specified in 4.1.1. (a), the Company reserves the right to withhold the entire management fee of [Party Name]. Additionally, [Party Name] will be declared ineligible to bid on any future assignments or work published by the Company.

4.2. DUTIES OF THE COMPANY

The Company shall:

- (i) Perform regular oversight of the operation of the Project as per its inherent mandate;
- (ii) Timely disburse the Grant in accordance with the schedule given in **Appendix-D...** and clause hereunder;
- (iii) Ensure regular monitoring against defined KPIs and agreed Program management methodology;
- (iv) :
- (v) respond to requests for information (which [PARTY NAME] is not reasonably expected to obtain itself within the scheme of the Project Portfolio) in a timely and proper manner; and
- (vi) exercise all powers and discretion vested in it under this Agreement reasonably and with the objective of realization of the aims and objectives of the Project.

5. MONITORING PROJECT PERFORMANCE

Monitoring of the Project will be in line with the “Project Monitoring Schedule and Milestones Chart with Deliverables (Appendix C) of the Project Portfolio”

5.1. RESPONSIBILITIES OF [PARTY NAME]

[PARTY NAME] takes full responsibility for the conduct of the Project and/or the Deliverables in light of the Grant and for the results achieved as per the agreed terms and conditions under the Agreement. [PARTY NAME] is obligated to monitor the performance of the Project to assure adherence to performance goals, time schedules or other requirements as appropriate to the Project. In order to carry out these responsibilities, [PARTY NAME] agrees to prudently manage all expenditures and actions in relation to the Grant. Documentation for each expenditure or action affecting the Grant shall reflect appropriate organizational reviews or



approvals, which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the Project, and that the proposed action is (i) is consistent with the terms of this Agreement; (ii) is consistent with the applicable policies of the Company; (iii) represents effective utilization of resources; and (iv) does not constitute a change in objective or scope of the Grant, Deliverables and/or the Project Portfolio and v) [PARTY NAME] shall have vicarious liabilities for the act of its employees and its incubates and responsible for implementation of law of land, standard operating procedures of federal and provincial government in NIC-Sialkot.

5.2. REVIEW BY THE COMPANY

The Company shall have the right, at all reasonable times, to ask for all information related to project progress, to take reasonable measures as per Company's inherent funding and monitoring mandate to keep the project aligned with the scope and objectives agreed and committed by the bidder, to make site visits to review (i) Project accomplishments; and (ii) management control systems and administration. If any site visit is made to the premises of the Project, [PARTY NAME] shall provide all reasonable facilities and assistance for the safety and convenience of the Company representatives.

6. **CHANGES IN PROJECT SCOPE OR METHODOLOGY**

6.1. CHANGE IN SCOPE

Neither the phenomena nor the objectives of the Project stated in the Project Portfolio should be changed without prior Company approval. Significant changes in methods or procedures should be reported to the Company. Such changes should be proposed to the Company by [PARTY NAME], and the approval thereof shall be at the sole discretion of the Company.

6.2. SIGNIFICANT CHANGES, DELAYS OR EVENTS OF UNUSUAL INTEREST

In the event there are problems, delays or adverse conditions that will materially affect the ability to attain the objectives of the Project or to meet such time schedules as may have been proposed, [PARTY NAME] should, as soon as reasonably/practically becoming aware of the same, inform the Company of such event(s), and propose a reasonably detailed mechanism to remedy such event.

6.3. CHANGES IN [PARTY NAME] OR PERSON-MONTHS DEVOTED TO THE PROJECT

6.3.1. BASIC REQUIREMENTS

As soon as [PARTY NAME] becomes aware that any of the Key Personnel will: (i) devote substantially less effort to the Project than anticipated and/or set forth in the Project Portfolio; or (ii) otherwise relinquish active direction of the Project, [PARTY NAME] shall



immediately advise the Company of the remedial measures so that proper and appropriate action can be undertaken by [PARTY NAME] with the consent of the Company and [PARTY NAME] ensuring at all times that the Project continues uninterrupted in accordance with the Project Portfolios.

6.3.2. CHANGE IN PERSON-MONTHS/TIME DEVOTED TO THE PROJECT

In the event that there is a reduction of 25% or more in time that [PARTY NAME] should be spending on the Project in any annual quarter, [PARTY NAME] shall intimate the Company of such reduction in person-months devoted to the Project. If the Company determines that the reduction of effort will substantially impair the successful execution of the Project, the Company may:

- (i) require [PARTY NAME] to nominate a replacement acceptable to the Company; or
- (ii) initiate the termination procedures described in Section 12 (*Term, Suspension and Termination*)

7. DISBURSEMENT OF THE GRANT

7.1. Disbursements of the Grants shall be based on submission of invoices raised in accordance with the Disbursement Schedule (**Appendix D**) along with the Milestones Chart with deliverables (**Appendix C**) and Clause 8 of this Agreement. Invoices shall duly list the work performed and expenses incurred (together with supporting time-sheets, receipts, vouchers and the like). The Company may withhold payment against an invoice pending satisfactory compliance of the relevant Deliverable within the Project Portfolio.

7.2. No services, equipment, material, test apparatus, real estate property or any other items shall be purchased with sums representing the Grant, nor shall any improvement or modification be made thereto unless specifically included in the Project Portfolio as approved by the Company.

7.3. [PARTY NAME] shall be responsible to comply with the relevant tax laws as applicable in Pakistan. All taxes shall be deducted as per applicable laws of Pakistan.

8. RECORDS, RETENTION AND AUDIT

8.1. ACCOUNTING

- a) [PARTY NAME] shall maintain accurate accounting information in the standard accounting formats and financial records regarding the Project in conformity with Generally Accepted Accounting Principles (GAAP). The Company or its authorized agents may obtain a copy of such records and shall have access to such records at any reasonable time during normal business hours during the entire term and for a period of three (3)



year after the expiry of the Term (the “[PARTY NAME] Audit”). In the event that material inconsistency is found between the existing accounting records of [PARTY NAME] in relation to the Project and [PARTY NAME] Audit, [PARTY NAME] shall have a new audit incurred, by auditors approved by the Company, at the sole cost of [PARTY NAME], and such cost shall in no manner form part of the Grant.

- b) The Company may cause to be carried out the audit of the accounting records or performance audit of [PARTY NAME] pertaining to the Project at any time during the Term and within three (3) year after the expiry of the Term.
- c) The Grant disbursed by the Company to [PARTY NAME] for the Project shall be maintained in a separate bank account titled “xxxxxxx”, (the “Grant Account”) unless specifically authorized otherwise by the Company.
- d) [PARTY NAME] shall facilitate audit(s) of the Grant received for the Project from an SBP enlisted ‘A’-rated Chartered Accountant firm, appointed directly by the Company.

8.2. **FINANCIAL**

- a) All invoices shall be raised by [PARTY NAME] duly signed by its authorized signatory. Besides any other relevant information, the invoices shall contain title and number of the bank account and the breakup of the cost heads against which the amount is required.
- b) All invoices shall be supported by latest bank statement, summary of funds utilization and budget vs. actual cost comparison (if required). In case of procurement during a quarter, copies of the original paid invoices shall also be attached.
- c) [PARTY NAME] will submit quarterly financial reports to the Company in accordance with the format provided for the purpose by the Company.
- d) The Company will sponsor the Project in accordance with the details given in its acceptance of the Project Proposal submitted by [PARTY NAME] and this Agreement. All disbursements will be made according to the disbursement plan along with the Milestones Chart with deliverables (**Appendix C**) attached herewith as Phased Disbursement Schedule (**Appendix D**).
- e) The amount to be paid by the Company as mentioned in the Disbursement Plan (unless otherwise expressly stated or modified in the Project Documents) is the maximum funding commitment and cannot be modified/altered/changed without the Company’s prior approval/written consent. Any other expenses whether associated with the Project or otherwise, not mentioned in this Agreement and its attachments shall be borne by [PARTY NAME].



- f) Notwithstanding anything to the contrary contained in this Agreement, all payments of the Grant shall be subject to proper and timely performance of the Project by [PARTY NAME] in accordance with the terms and conditions of this Agreement. Disbursement for direct expenses as given in the Project Proposal will be made at actual.
- g) Wherever applicable under the services cost, the budget approved for utilities and communication expenses shall be utilized vis-à-vis the Company's agreed share in the cost. Utility charges will be based on actual usage. Bidders are required to propose a mechanism or formula for measurement, such as a separate/dedicated meter, submeter, per square foot HVAC cost, etc.
- h) No amount from the "Contingency's" cost head per the approved budget, attached in the Project proposal, shall be spent for purchase of any movable or immovable assets including kitchen appliances, office furniture and fixtures, lighting equipment, office decor items, electric generators etc., unless expressly approved by the Company.

9. REPORTING

9.1. QUARTERLY REPORTS

[PARTY NAME] shall prepare and submit quarterly reports and deliverable as mentioned in Appendix B and C of this Agreement.

9.2. ANNUAL REPORTS

[PARTY NAME] shall prepare and submit annual reports to the Company, within thirty (30) days of the end of each twelve (12) month period. Such annual report shall be "in addition" and, not substitution of the quarterly progress reports submitted by [PARTY NAME] and shall include the details of Deliverables and utilization of the funds/disbursements made by the Company, progress on each of the comments/observation of the Company during the preceding year and the targets for the next twelve (12) months period.

9.3. FINAL PROJECT REPORT

Within thirty (30) days following expiration of the period of the Grant/Project, a final Project report must be submitted to the Company in the form and manner as communicated to [PARTY NAME].

10. PROPERTY MANAGEMENT

10.1. Title to property, Deliverables

All property, movable, immovable, tangible or otherwise acquired or purchased by utilizing sums representing the Grant, and all Deliverables at any stage of the progress of the Project and whether in draft form or completed (the "Equipment") shall be and remain the absolute property of the Company, provided that, the Company may, in its sole discretion, upon successful completion of the Project, transfer title to some or all of the movable and immovable properties to [PARTY NAME].



11. INTELLECTUAL PROPERTY RIGHTS

11.1. New Intellectual Property

- a) The Project is envisaged, initiated and being funded by the Company and the Deliverables are being performed and delivered by [PARTY NAME] upon the instructions, and on behalf of, the Company. Therefore, [PARTY NAME] hereby acknowledges and agrees that all Intellectual Property Rights created or generated in the course of the Project and/or as a result of the performance and delivery of the Deliverables shall vest in and be the absolute property of the Company (the "**Developed IPR**").
- b) Except as otherwise provided in this Clause 11 (including Sections 11.2 and 11.3), none of the provisions of this Agreement shall be deemed or construed to result in any transfer, assignment or waiver (whether partial or otherwise) of the Developed IPR of the Company to [PARTY NAME] or any other third party whatsoever.
- c) Furthermore, where applicable, [PARTY NAME] shall provide all necessary assistance and support to the Company in registering the Developed IPR under the applicable laws, if required. For the avoidance of doubt, the Developed IPR shall not include any Intellectual Property Rights which [PARTY NAME] may have created prior to the Effective Date or outside of the scope of the Project Portfolio, provided the existence of such prior Intellectual Property Rights is notified in advance by [PARTY NAME] and documented in the Project Portfolio. [PARTY NAME] shall, upon request, confirm to any prospective licensee or assignee of the Company the rights of the Company under this Clause 11.
- d) Any failure by [PARTY NAME] to facilitate the transfer and to ensure that the Developed IPR fully vests in the Company (as mentioned above) for reasons attributable to [PARTY NAME] after expiry of a time frame stipulated by the Company shall result in immediate and automatic forfeiture of any license granted by the Company to [PARTY NAME] in connection with and/or for use of the Developed IPR.
- e) The Company may assign or licence its rights in the Developed IPR to any person/entity on such terms as the Company may deem appropriate.

11.2. Existing Intellectual Property

To the extent that: (a) the Developed IPR incorporates any Intellectual Property of [PARTY NAME] or any third party, or (b) where the use, benefit or enjoyment of the Developed IPR is dependent on the existing Intellectual Property of [PARTY NAME] or any third party (together the "**Existing IPR**"), [PARTY NAME] shall provide or shall procure the provision to the Company of all Existing IPR on the basis of a royalty free or royalty based (as the case may be), non-exclusive, freely transferable license in perpetuity on the terms and conditions set out in this Clause 11.2.1 for unencumbered and uninterrupted use, benefit



and enjoyment of the Developed IPR (the “Existing IPR License”). For the purposes of this Clause 11.2.1 “use, benefit and enjoyment” includes adaptation, copying and/or modification of the Developed IPR and that the Company holds the benefit of each Existing IPR License for itself and for any such person to whom it may license, assign or transfer the Developed IPR, on the terms that:

- (i) all costs relating to the Existing IPR License are once only fees payable to the party owning the right;
- (ii) the Existing IPR License shall permit the use of and access to such Existing IPR by any person to whom the Company may transfer, assign or license the Developed IPR;
- (iii) where applicable, [PARTY NAME] shall place or shall procure that the source coding of any licensed software is placed in escrow with an independent third party and shall require that independent third party to enter into an escrow agreement with the Company;
- (iv) the Existing IPR License shall not restrict any of the Company’s rights and remedies under these conditions in respect of the Developed IPR; and
- (v) in the event that any license to [PARTY NAME] for the Existing IPR is terminated for any reason other than the default of the Company then [PARTY NAME] shall at its own expense either (i) obtain a license entitling the Company to continue using such Existing IPR; or (ii) replace such Existing IPR without detracting from the overall performance of the Project; in each case, in terms no less favorable than the terms of this Clause 11.2; and
- (vi) the Existing IPR License shall be granted by [PARTY NAME] shall procure the grant of the Existing IPR License to the Company on the date any Deliverable making use of or incorporating the Existing IPR is delivered to the Company (whether in draft or final form).

11.3. General

11.3.1. Indemnification for Plagiarism and/or Breach of IPR

[PARTY NAME] hereby warrants and undertakes that the Information included in the Proposal for approval by the Company and/or matured in the form of Deliverables and/or all Intellectual Property Rights in, arising out of or capable of legal recognition in respect of the Project is/are (a) not plagiarized; (b) has/have already been wholly or partially created, developed or researched by [PARTY NAME] prior to the signing of this Agreement; (c) is/are not the copied work of any other person; and/or (d) does not infringe the Intellectual Property Rights of any third party anywhere in the world. “Plagiarism” means the unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.



Copied work would occur when [PARTY NAME] might be found to duplicate another person's language, ideas, creative expression, intellectual property, an imitation or reproduction of an original or other related work in the Project and then call the work its own. [PARTY NAME] would further ensure that the Project has no unauthorized resemblance or similarities with any other project which is in the same field as the Project or a closely connected field or with the research or development of any product or process similar to or closely connected with the Project of a third party. Hence, any violation of this Clause 11.3.1 shall be regarded as a material breach of this Agreement, entitling the Company to, in addition to all other remedies available to it under the law: (a) terminate this Agreement forthwith; and (b) recover the entire amounts paid to [PARTY NAME] till the effective date of termination.

11.3.2. [PARTY NAME] shall further protect, indemnify and defend the Company, its officers, members, directors, employees, agents and consultants, against, and hold each of the foregoing harmless from, at all times after the date hereof, any and all claims demands, proceedings/costs, charges and losses incurred, suffered, sustained or required to be paid by, or sought to be imposed upon any of such aforesaid persons/entities, arising directly out of any breach or infringement by [PARTY NAME] of any Intellectual Property Rights of any third party in the performance of its obligations under this Agreement.

11.3.3. If any such proceedings are brought, or any claim is made, against the Company, arising out of the matters referred to herein, the Company shall promptly give [PARTY NAME] notice of such proceedings or claims, and [PARTY NAME] shall at its own cost and expense and in the Company's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

11.3.4. If [PARTY NAME] fails to notify the Company within fifteen (15) days after receipt of such notice that it intends to defend any such proceedings or claim, then the Company shall be free to defend the same on its own behalf at the cost of [PARTY NAME]. [PARTY NAME] shall, however, at the request of the Company, afford all available assistance to the Company in the defense of such proceedings or claim.

11.3.5. The provisions of this Clause shall survive the termination or expiry, as the case may be, of this Agreement.

11.4. Applicability

The Parties agree that this clause shall only be applicable to the Intellectual Property rights created as a result of the Deliverables performed by [PARTY NAME] in accordance with the existing Project Scope.

12. TERM, SUSPENSION & TERMINATION

12.1. Term



The period for completion of the Project shall be the Project Duration (5 years, 3 months) as given in the Project Proposal starting from the Effective Date of this Agreement. After establishment of Ignite NIC Sialkot, the phase of its operations comprising of 5 years will commence. In case the agreement is not renewed after the lapse of term period, [Party Name] shall be required to handover the premises of Ignite NIC Sialkot in working condition to Ignite.

12.2.Suspension

12.2.1. Grant may be suspended or terminated in whole or in part in any of the following situations by the Company;

- (i) when [PARTY NAME] has materially failed to comply with the terms and conditions of this Agreement and fails to remedy such defect after 60 days of written notice;
- (ii) when the Company has other reasonable cause;
- (iii) when the Company *prima facie* believes that there has been 'misconduct' in relation to the Grant;
- (iv) by mutual agreement between the Parties;

12.2.2. Generally, the action to suspend or terminate the Grant, by the Company, will be taken only after [PARTY NAME] has been informed in period of 60 days or otherwise by the Company of the proposed action, or informed of any deficiency on its part and given an opportunity to correct it. Suspension would be revoked after satisfactory response submitted by [PARTY NAME] and accepted by Company. The Company, however, may immediately suspend or terminate the Grant without notice when it believes such action is reasonable to protect the interests of the Company and or the Government.

12.2.3. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of the Company, [PARTY NAME] could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the Grant.

12.3.Termination

12.3.1. Automatic Termination

This Agreement, except for those provisions which, by their own terms, extend beyond the Term, shall terminate upon the latter of the following events:



- (i) the completion of all Deliverables as detailed in the Project Portfolio, duly certified / approved by the Company; or
- (ii) the final disbursement of sums under the Grant.
- (iii) Expiry of the term of this Agreement

12.3.2. Termination by mutual consent

This Agreement shall also terminate where (i) both Parties mutually agree to terminate the Agreement in writing, or (ii) upon the continuance of an event of Force Majeure in terms of Clause 15.

12.3.3. Termination for material breach

- (i) The Company may, by issuing a written notice of termination, terminate this Agreement forthwith if [PARTY NAME]:
 - (a) is in material breach of any of its obligations under this Agreement, which breach, if capable of remedy, is not cured by [PARTY NAME] within a period of thirty (30) days after receipt of a written notice by the Company noting the breach and demanding remedy thereof; or
 - (b) is in non-compliance with the ToRs under the RFP;
 - (c) has delayed the performance or delivery of any Deliverable beyond thirty (30) days of the due date thereof under the Project Portfolio, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by the Company; or
 - (d) other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.
- (ii) [PARTY NAME] may, by issuing a written notice of termination, terminate this Agreement forthwith if the Company:
 - (a) is in material breach of any of its obligations under this Agreement which breach, if capable of remedy, is not cured by the Company within a period of Sixty (60) days after



receipt of a written notice by the [PARTY NAME] noting the breach and demanding remedy thereof;

- (b) delays, without cause, the release of any disbursement of the Grant beyond Sixty (60) days of the due date of payment thereof in accordance with **Appendix D**, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by [PARTY NAME]; or
- (c) other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.

12.4. Notwithstanding anything contained hereinabove, in the event that this Agreement shall be terminated for material breach by [PARTY NAME] (including but not limited to fraud, negligence or malicious or malafide intents or activity on the part of [PARTY NAME]), [PARTY NAME] hereby unequivocally agrees that [PARTY NAME] shall be liable to reimburse the disbursed portion of the Grant provided for the Project.

12.5. Termination of this Agreement shall be in addition to, and not in substitution for, any other remedies that may be available to the Party serving such notice, and any termination of this Agreement by the exercise of such right shall not relieve any Party from any obligations accrued prior to the date of such termination or relieve the Party in default from liability and damages for breach of this Agreement.

12.6. Consequences of Termination

In the event of termination of this Agreement for any reason mentioned hereinabove:

- (i) the obligation of the Company to release any disbursement under the Grant shall terminate, provided that, the Company shall remain responsible to make payments due and outstanding for the Deliverables (draft or final) performed and delivered to the Company up to the date of termination unless such Deliverables, in the opinion of the Company reasonably exercised, are not meaningful or incapable of use on their own without the completion of the remaining Deliverables under the Project;
- (ii) subject to clause (i) above, [PARTY NAME] shall forthwith refund any sums disbursed under the Grant which have not been accounted towards a Deliverable (draft or final) accepted by the Company;



- (iii) [PARTY NAME] shall provide accurate and updated accounting records detailing all sums received under the Grant and their application towards the various activities comprised in the Project Portfolio;
- (iv) [PARTY NAME] shall forthwith return all Information provided by the Company and provide a written undertaking that no copies or other reproductions of the Information have been retained;
- (v) [PARTY NAME] shall execute and deliver all licenses, assignments, deeds and instruments as may be necessary to comply with the provisions of Clause **11** to the extent of any Developed IPR or Existing IPR in relation thereto capable of legal recognition up to the date of termination and shall forthwith cease to use or make use of the Developed IPR; and
- (vi) [PARTY NAME] shall cease all contact with third parties on Company's behalf or in relation to the Agreement and notify the Company (with details) of the then current status of all work-in-progress. [PARTY NAME] shall, upon request, co-operate with and afford the Company all such assistance as the Company may reasonably require to procure, where possible, the completion of the Project by a third party.
- (vii) In the event of termination of this Agreement under Clause 12.3.3(ii), subject to [PARTY NAME] performing the duties listed in this Agreement, the Company shall pay to [PARTY NAME] (i) all sums under the Grant then due and outstanding for completed Deliverables performed and delivered to the Company, (ii) such sum as shall be fair and reasonable for the work satisfactorily began and performed at the date of termination of the Agreement and, (iii) the reasonable, additional costs directly incurred by [PARTY NAME] in terminating the Project which are notified to the Company within fifteen (15) working days after the effective date of termination, such payment being in full and final settlement of any claim which [PARTY NAME] may have in respect of such termination. Termination of this Agreement shall be without prejudice to the rights and obligations which accrued prior to the termination or which by their terms are intended to arise or operate upon or after termination

13. PERSONNEL

13.1. The Key Personnel

- 13.1.1. For the purpose of this Agreement Key Personnel mean the "Project Director" proposed by [PARTY NAME] in the Project Proposal, with mentioned qualifications, skill and experience.
- 13.1.2. [PARTY NAME] shall ensure that the Deliverables are performed personally by the Key Personnel and that they observe and are bound by all provisions of this Agreement.



13.1.3. [PARTY NAME] shall not change or replace any of the Key Personnel without the prior consent in writing of the Company, provided that, the Company shall be entitled to withhold its consent where the proposed change is likely, in the reasonable opinion of the Company, to have an adverse impact on the quality or timely completion of the Deliverables.

14. General

14.1. The Company shall, subject to consultation with [PARTY NAME], be at liberty to object by notice in writing to [PARTY NAME] to any person used by [PARTY NAME] in the performance of the Deliverables who shall, in the reasonable opinion of Company, misconduct himself / herself or be incompetent or negligent and [PARTY NAME] shall forthwith remove such person from the Project and provide an appropriate replacement and that person shall not be again used on the Project without the prior written consent of the Company.

14.2. Where [PARTY NAME] provides any replacement personnel, it shall notify the Company immediately with details of the replacement for approval, which approval shall not be unreasonably withheld or delayed.

14.3. [PARTY NAME] shall ensure that all personnel used in the performance of the Deliverables shall be either engaged under a contract of services or an employment arrangement between [PARTY NAME] and the personnel and that no relationship of employer and employee or any privity of contract is created between the Company and such personnel. Accordingly:

- i) [PARTY NAME] shall be fully responsible for all acts, defaults or neglects of such personnel;
- ii) no such person shall be entitled to any such pay or benefit, holiday pay, any pension, bonus or other fringe benefits or any other advantage or privilege enjoyed by employees of the Company. [PARTY NAME] shall ensure that each such person is fully aware of and agrees to the provisions of this Agreement and [PARTY NAME] shall indemnify the Company in respect of any claims that may be made to the contrary; and
- iii) [PARTY NAME] shall fully indemnify the Company from and against any payment required to be made by the Company, if any, to such personnel under statute, contract or common law as a consequence of such person's employment being terminated or his terms and conditions of employment being adversely changed as a result of:
 - (a) a reduction in the scope of the work under the Project;
 - (b) the termination of the Agreement; or



- (c) the termination of any employment of any such person.

14.4. [PARTY NAME] shall immediately upon becoming aware of any potential or otherwise 'misconduct' relating to the Grant and/or the Project, intimate the Company, along with a report of such 'misconduct'. The Company shall thereafter undertake measures to review the situation and proceed further in light of applicable policy, guidelines and this Agreement.

15. CONFIDENTIALITY

15.1. Save as otherwise permitted by this Clause, the Receiving Party undertakes and agrees in respect of the Disclosing Party's Information:

- (i) that it shall receive and maintain such Information in confidence and shall not publish or disclose such Information or permit the same;
- (ii) to apply to the Disclosing Party's Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and which it warrants as adequate for the purposes thereof;
- (iii) that it shall use the Disclosing Party's Information only for the purposes of the Agreement; and
- (iv) not to copy, reproduce, decompile or reduce to writing or permit the same of any part of the Disclosing Party's Information except as may be reasonably necessary for the performance of the Deliverables or where contemplated or permitted in terms of this Agreement.

15.2. [PARTY NAME] may disclose the Company's Information only to such of [PARTY NAME]'s directors, officers and employees ("**Permitted Persons**") who need to know the Company's Information for the purposes of the Agreement. [PARTY NAME]:

- (i) shall ensure that each Permitted Person is aware of and complies with the obligations of confidentiality set out in this Clause 15; and
- (ii) shall be vicariously liable for any breach of the obligations of confidentiality contained in the Agreement by such Permitted Person and shall enforce such obligations at its own expense upon the request of the Company.

15.3. The obligations contained in this Clause 15 shall survive the termination or expiry of this Agreement for a period of ten (10) years.



15.4. The obligations of confidentiality under this Clause 15 shall not apply to any Information, which:

- (i) at the time of receipt by the Receiving Party:
 - (a) is in the public domain or thereafter becomes part of the public domain; or
 - (b) is lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure, in each case, otherwise than in consequence of breach of the Agreement. For the avoidance of doubt, possession of any Information by any third party who is bound by similar obligations of confidentiality shall not constitute Information in the public domain;
- (ii) was lawfully obtained by the Receiving Party from a person (other than the Disclosing Party) under no obligation of confidentiality to the Disclosing Party in respect thereof;
- (iii) the Receiving Party is required to disclose by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a Court, arbitration or administrative tribunal in the course of proceedings before it provided that the Receiving Party shall, as soon as possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Information which is necessary to comply with the relevant order or requirement;
- (iv) the Disclosing Party has approved the release of by written authorization; or
- (v) the Receiving Party wishes to disclose to its professional advisers in connection with the interpretation or operation of the Agreement or any dispute arising therefrom, provided that the Receiving Party shall ensure that such advisers are aware of and comply with the obligations of confidentiality set out in this Clause 15 and shall be responsible for any breach of the obligations of confidentiality contained in this Clause 14 by such advisors.

15.5. [PARTY NAME] agrees that it will not, without the prior written consent of the Company or as otherwise permitted by this Agreement, disclose to any third party the nature or content of the Agreement or the Deliverables. It shall fully indemnify the Company, without limit, against all losses, costs, damages and/or expenses (including legal fees on an indemnity basis) arising from any breach of this Clause 15.

15.6. Nothing contained herein shall prevent the Company in any manner whatsoever from publishing or disseminating in whole or in part the Deliverables for general information in such manner as the Company may in its absolute discretion deem fit.



16. FORCE MAJEURE

- 16.1. If either Party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by an event of Force Majeure and if such Party gives written notice thereof to the other party, promptly and without delay and in any case within two (2) working days of the occurrence of the event of Force Majeure or the affected Party becoming aware thereof, specifying the matters constituting the event of Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party so prevented or delayed shall be excused the performance as from the date of such notice for so long as such cause or delay shall continue and the respective dates for performance set out in the Project Portfolio shall be extended on a day-for-day basis during the continuance of the event of Force Majeure. If the event of Force Majeure continues to have effect for a period of more than ninety (90) days the Party not claiming relief under this Clause shall have the right to terminate this Agreement upon giving a notice of termination to the other Party, such notice to take effect fourteen (14) days after the date thereof, but such notice shall not take effect if the Party claiming relief gives notice within that period that the event of Force Majeure has ceased and that it is capable of resuming its performance under this Agreement.
- 16.2. For the purposes of this Agreement, "event of Force Majeure" means any event or circumstance, or combination of events or circumstances, that is beyond the reasonable control of a Party that materially and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement; provided that such event or circumstance, or combination of events or circumstances, shall not constitute an event of Force Majeure to the extent that it, or such material adverse effect, could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In particular, events of Force Majeure shall include, but not be limited to, strikes, lockouts, industrial action (that is widespread and not limited to the affected Party), civil commotion, riot, invasion, act of terrorism, war, threat of or preparation for war, fire, explosion, storm, flood, cyclone, typhoon, tornado, earthquake, subsidence, epidemic, pandemic or other natural physical disaster or political interference with the normal operation of the affected Party, provided that, Force Majeure shall not include the lack of financial means for the affected Party to perform its obligations under this Agreement or events or circumstances that would have been reasonably foreseeable and capable of mitigation or prevention by the affected Party.

17. RESOLUTION OF DISPUTES

17.1. Mediation by Expert

- 17.1.1. All disputes which shall at any time arise between the Parties hereto in relation to or in any manner connected with this Agreement ("**Dispute**") shall, in the first instance, be resolved amicably through negotiation;



17.1.2. In the event the parties do not reach an acceptable resolution of the dispute, either Party may, within twenty-one (21) days of such negotiations, issue a written notification of the Dispute ("**Dispute Notification**") to the other Party along with request for mediation by an Expert. A Dispute Notification shall be effective once given and shall not be questioned by either Party for the reason that attempts at internal resolution by the officials or representatives of the Parties are being undertaken. Subject to Clause 16.1.4, mediation by an Expert shall be a condition precedent to any arbitration or other legal proceedings by a Party for the resolution of the Dispute.

17.1.3. An "**Expert**" means a person with appropriate qualifications and experience in the field of information and communications technology who is included in a roster maintained by the Company.

17.1.4. Within ten (10) days of issuance of the Dispute Notification, the Parties shall jointly agree upon and select an individual to act as the Expert under this Agreement. However, in the event that the Parties are unable to agree upon an Expert acceptable to both parties, within the aforementioned time period, the process of mediation under this Clause 16.1 shall terminate and the affected Party shall be free to initiate arbitration proceedings against the other Party under Clause 16.2 hereunder.

17.1.5. The Parties shall promptly furnish to the Expert all information reasonably requested by such Expert relating to the particular Dispute. The Expert shall be required by the Parties to use all reasonable endeavors to render his decision within thirty (30) days following the referral of the Dispute to him. In the event of any Party's failure or refusal to furnish the information promptly to enable the Expert to give his decision within the afore-said time limit, the Expert shall note such refusal or failure and shall base his decision on the information made available, provided that, genuine reasons (as determined by the Expert) for the inability of a Party to furnish the requested information shall not be a cause for adverse inferences by the Expert against such Party. The Parties shall co-operate fully with the Expert to achieve a determination within the afore-said period of thirty (30) days.

17.1.6. Each Party shall bear its own costs incurred in the process of mediation, provided that, the fees of the Expert shall be borne by the Company.

18. **Arbitration**

If the Parties cannot agree upon the selection of an Expert under Clause 16.1.4, hereinabove or a Party is dissatisfied with the decision of the Expert, such Party may refer the Dispute for resolution through arbitration by a sole arbitrator appointed with the consent of both Parties or, if the Parties cannot agree on the appointment of a sole arbitrator, then by two arbitrators, one to be appointed by each Party and, in case of disagreement between them, by an umpire who shall be appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators or the umpire, as the case may be, shall be final and binding upon the Parties. The place of arbitration shall be Sialkot and shall be held in all respects in



accordance with the Arbitration Act, 1940 or any statutory modification or re-enactment thereof Each Party shall bear its own costs of arbitration.

19. MISCELLANEOUS

19.1. Publicity / Media Releases

No publicity releases, including news releases relating to this Agreement and the Project shall be issued by [PARTY NAME] or by any person on its behalf without the prior written approval of the Company, which shall not be unreasonably withheld.

19.2. Remedies Cumulative

The specific remedies detailed in this Agreement shall be in addition to and not in derogation of any other remedies provided in law or equity.

19.3. Notices

All notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices") shall be in writing and given as follows by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged, (c) registered or certified mail, return receipt requested, first class postage prepaid or (d) by electronic mail with a confirmation copy delivered by another method. All Notices shall be addressed to the applicable addresses for the Addressee or to any other address or addressee as any party entitled to receive Notices under this Agreement shall designate, from time to time, by Notice given to the others as stated herein. Notices shall be deemed "delivered" upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a Business Day or is required to be delivered on or before a specific day which is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day; it being expressly agreed and understood that in the case of electronic mail, such notice shall be deemed "delivered" upon the date such electronic mail is sent to the applicable addresses entitled to receive Notices under this Agreement.

For Purposes of serving valid notices – the Parties agree that the official addresses of each Party and their designated representatives to whom such notices are to be addressed are as follows:

IGNITE(Company)

Name:

Designation:

Address:

Phone No.

Email Address.



[PARTY NAME]

Name:

Designation:

Address:

Phone No.

Email Address.

19.4.A notice or communication given pursuant to this Agreement shall be deemed to be served and received by the addressee:

- (i) if delivered by hand, at the time of delivery; or
- (ii) if sent by registered post, courier or other postal service, within five (05) days of dispatch or posting; or
- (iii) if transmitted by email or facsimile, the business day following transmission by telex or by facsimile.

19.5. Waiver

Any failure to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

19.6. Severability

In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, such provisions shall be deemed amended in such reasonable manner as would achieve the intention of the Parties as closely as possible to the original intent or, at the discretion of the Party affected thereby, may be severed from this Agreement and the remaining provisions shall remain in full force and effect.

20. AMENDMENT:

All addition amendments and variations to this Agreement shall be binding only if in writing and signed by duly authorized representatives of the Parties.

20.1. Sufficiency of Project Documents

The Project Documents set forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merge all prior discussion between them and neither of the Parties shall be bound by any conditions, definitions, warranties or



representations with respect to the subject matter of this Agreement other than as expressly provided in the Project Documents or subsequent to the date hereof set in writing and signed by a proper and duly authorized representative of the Party to be bound thereby. The Project Documents supersede any prior agreement between the Parties whether written or oral and any such prior agreement is cancelled as at the Effective Date.

20.2. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Pakistan and the Parties consent to the jurisdiction of the Courts at Sialkot.

20.3. Time of the essence

Time shall be of the essence for all performances by a Party where a time limit for the relevant performance is stipulated in the Project Documents.

20.4. Further Assurances

Each Party shall do all things necessary (including, but not limited to, executing all documents) as may be required to give effect to this Agreement.

20.5. Assignment

Neither Party may assign this Agreement and the rights and/or obligations arising out of this Agreement without the prior consent in writing of the other Party.

20.6. Successors

This Agreement shall be binding on the heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) of the Parties.

20.7. Independent Contractors

The Parties are independent contractors. Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership, joint venture, consortium or a principal / agent relationship between the Parties and none of the Parties shall have any authority to bind or commit the other save as authorized by this Agreement.

20.8. Indemnity

[PARTY NAME] shall defend, indemnify and hold the Company, its officers, employees and agents harmless from and against any and all liability, loss, damages, expense, costs, fees, charges (including reasonable lawyer's fees) or claims for personal injury or death, caused by



or arising out of the negligent or intentional acts or omissions of [PARTY NAME], its officers, agents, employees or independent contractors employed by [PARTY NAME].

20.9. Personal Liability

Nothing in this Agreement shall impose any liability on any officer, employee or agent of either Party, in their personal capacity, for any action done in good faith.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the dates written below:

Signed for & on behalf of the Company

Signed for & on behalf of [PARTY NAME]

By:

By:

Title: Chief Executive Officer

Title: CEO/MD/Head

CNIC:

CNIC:

Date: __/__/2024

Date: __/__/2024

Witness - 1

Witness – 1

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Witness - 2

Witness – 2

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

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



“Annexure-A”

[Section 4.1.1 (a)]

Notification of investment

1. Obligation to Notify:

1.1. The [Party Name] shall provide written notification to the Company upon making any investment in any of the startups during the graduation period.

1.2. The notification must include details of the investment, including but not limited to the following:

- The amount of the investment;
- The date on which the investment was made;
- Copy of the Agreement or term sheet between the investor and Startup in relation to the investment made; and
- Any other relevant details as the Company may require.

2. Timing of Notification:

2.1. The Investor must notify within fourteen [14] days from the date of investment.

2.2. The notification shall be deemed delivered when received by the Company at its principal place of business or via electronic communication at a designated email address.

***[Party Name] ***

Name:

Title:

Date: