

BIDDING DOCUMENT Single stage One envelop Procedure Provision of Co-Working Space for Pakistan Startup Fund and BridgeStart Pakistan



No. IGNITE/CoworkingPSDP/2024-25/0032/Proc. Date of Issue: June 26, 2024

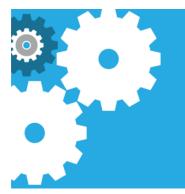
Ignite National Technology Fund Ministry of Information Technology & Telecom 3rd Floor, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad Tel.: (+92-51) 910 7441 – 46, Fax: (+92-51) 910 7447

ignite.org.pk

Table of Contents

P	ART –	A: DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS						
1	Definitions2							
2	Mandatory Eligibility Criteria Checklist4							
3	Ignite – National Technology5							
4	Ba	ackground5						
5	In	structions for Bidders						
6	Bi	dding Document						
	6.1	Contents						
7	Pr	eparation of Proposal						
	7.1	Language of the Proposal7						
	7.2	Proposal Currency7						
	7.3	Period of Validity of Proposal7						
	7.4	Supporting Documents						
	7.5	Cost of Preparing Proposal7						
	7.6	Proposal Documents						
	7.7	Bid Security						
	7.8	Format and Signing of Proposal						
	7.9	Taxes						
8	Su	ubmission, Receipt, and Opening of Proposal						
9	E١	valuation and Award Process10						
	9.1	Preliminary Examination10						
	9.2	Evaluation of Technical Proposals11						
	9.3	Eligibility and Evaluation Criteria11						
	9.4	Award of Agreement12						
1	0	Availability of Skilled Resources12						
1	1	Confidentiality						
1	2	Conflict of Interest						
1	3	Fraud and Corruption12						
14 Clarification Request/Amendment								
P	ART – B: TERMS OF REFERENCE (ToR) & Scope of Work14							
15 Project Duration / Timeline								

16	Payment Schedule	16
PART -	- C: FORMS TO BE SUBMITTED WITH PROPOSAL	17
Techn	cal Proposal - Standard Forms	18
Fori	n C1. Covering Letter	18
Fori	n C2. Firm/Bidder Profile	19
For	n C3. Relevant Experience of the Firm/Bidder	20
	n C4. Proposed Activities Plan, Methodology & Execution Timeline for Provision of Co-Working	
Spa	ce	21
For	n C5. Roles and Responsibilities of Consortium/JV Partners	22
Financ	ial Proposal - Standard Forms	23
Fori	n C6. Covering Letter	23
Fori	n C7. Summary of Cost	24
Procui	ement Method - Annexure A	25
Draft (Contract - Annexure B	26



PART – A: DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS

1 Definitions

In this Request for Quotation (RFQ) document, unless the context provides otherwise:

Bidder	A firm, agency or party or consortium which will submit proposal ir response to this RFQ				
Bidding Document	"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				
Board	"Board" means the Board of Directors of the Ignite – National Technology Fund.				
Company	Ignite, registered under Section 42 of the Companies Act 2017, (repealed Companies Ordinance, 1984) with its registered office at 3rd Floor, TF Complex, G-9/4, Islamabad, Pakistan				
Consortium /Joint Venture	Consortium is an association of more than one legal entity, which have come together to jointly respond to the RFQ. A Joint Venture is an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/join venture (i.e., the leader and all other members)				
Date of Issue	are jointly and severally liable to the Contracting Authority. The date on which the RFQ titled "Provision of Co-Working Space" is issued by Company to solicit bids from potential Bidders				
Draft Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure B)				
	"Ignite Provision of Services Co-Working Space" 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 provisioning of Co-working space."				
Proposal	"Proposal" means the entire set of documents consisting of bidder's Profile, Technical and Financial Proposals submitted by bidder.				
Terms of Reference (ToR)	The description of formal work & activities under the "Provision of Co- Working Space" to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company				
Successful Bidder	A bidder who has been awarded the contract pursuant to the RFQ titled "Provision of Co-Working Space" and who shall be responsible for providing Co-working space as per the agreement.				
Lead Bidder	The lead bidder is the lead entity, in case of consortium or jointventure that is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.				
Quotation	A commercial document that lays out for the customer what the fixed cost would be in exchange for the goods or services provided.				

2 Mandatory Eligibility Criteria Checklist

Before the Bidders submit their Proposals, within the stipulated time mentioned in this Request for Quotation document, bidders are required to make sure that following mandatory requirements of this RFQ 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. <u>These requirements must</u> <u>be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disgualification:</u>

#	Mandatory Eligibility Criteria Checklist	Mark 🗌 / X			
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 GST Certificate (If Applicable, please check \blacksquare , otherwise put a Cross \blacksquare in the Mark Column)				
4.	Proof of FTN certificate / Tax exemption certificate (<i>for public sector entity</i>) (If Applicable, please check 🗹 , otherwise put a Cross 🗵 in the Mark Column)				
5.	In case of bid being submitted as consortium/Joint Venture (JV), attach consent letter of each partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.				
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.				
7.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer's list serial number (Active Taxpayers List (ATL) is downloadable from FBR's website) is also to be mentioned.				
8.	Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and valuated in the manner prescribed in the bidding document.				
9.	Bid Security of PKR 50,000/ - to be placed in Envelope # 1 along with mandatory documentation.				
10.	Bidders should submit their proposal on EPADs <u>https://eprocure.gov.pk</u> 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.

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 (repealed Companies Ordinance, 1984) by the Ministry of IT & Telecom, Government of Pakistan. Ignite funds startups and innovative projects that utilize 4th industrial wave tech to solve local problems and target global opportunities in health, education, energy, agriculture, telecom, finance and other verticals. Our national network of incubators across Pakistan nurtures startups and engages them with investors and corporations. We have launched a program to prepare one million people for the future of work. Through studies and stakeholder engagement, we help planning in the public and private sectors. Ignite outreach activities seek to inform professionals, media, students, corporations, media and policy makers about the challenges and threats posed by the new economy and the importance of innovation and seek to increase engagement in Ignite programs. Further information about the Company is available at http://www.ignite.org.pk.

4 Background

Pakistan Startup Fund and BridgeStart Pakistan are two initiatives of the Government of Pakistan under the PSDP program titled 'Prime Minister's Initiatives - Support for IT Startups, Specialized IT Trainings and Venture Capital' with sponsoring agency as Ministry of IT & Telecom and executing agency as Ignite National Technology Fund.

The Government of Pakistan, through its dynamic initiatives under the Ministry of IT & Telecom, has been instrumental in shaping a robust ecosystem for innovation and entrepreneurship. Among these initiatives, the Pakistan Startup Fund a BridgeStart Pakistan and stand out as pioneering programs designed to propel Pakistani startups onto the global stage and bolster economic growth through strategic venture capital investments.

Pakistan Startup Fund is a robust response to the growing need for supportive measures that can enhance the investment landscape for startups in Pakistan. This government-backed fund is designed to provide financial support to promising startups, easing the burden of early-stage funding challenges and enhancing their attractiveness to both local and global venture capitalists.

BridgeStart Pakistan has been conceived as a strategic platform to facilitate Pakistani startups' entry into the global market by connecting them with top international incubators and accelerators. This initiative aims to equip local startups with critical resources, exposure, and networking opportunities necessary for international success, thus fostering a culture of innovation and competitive entrepreneurship within Pakistan.

The office space, for which this RFQ is issued, is envisioned to be the operational headquarters for the teams behind these transformative programs. The required space will serve multiple functions, including the day-to-day administration, strategic planning, and stakeholder engagement activities. It will also provide a conducive environment for the Project Management Units (PMUs) that will oversee the successful implementation and coordination of the Pakistan Startup Fund and BridgeStart Pakistan.

By establishing a dedicated workspace for the teams managing Pakistan Startup Fund and BridgeStart Pakistan, we aim to lay the groundwork for smooth operations from the outset, ensuring that the initiatives have the infrastructure in place to thrive and expand. This proactive approach in securing an appropriate office environment is crucial for the early stages of project development, setting the stage for a successful launch and sustained growth of this strategic program.

5 Instructions for Bidders

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

6 Bidding Document

6.1 Contents

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

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

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

In the event of non-compliance with the ToRs of the RFQ document and obligations contained in the funding agreement, the Company may terminate the funding agreement by providing ten (10) day's written notice to the successful bidder without any further obligation or compensation on the part of the Company.

7 **Preparation of Proposal**

7.1 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.

7.2 Proposal Currency

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

7.3 Period of Validity of Proposal

Proposals shall remain valid for 180 days from the date of advertisement as provided in the RFQ document. Within the original validity of the bids, Company may request the bidders to extend their bid validity for another period, such extension shall be for the period equal to the period of the original bid validity. The bidder who chooses not to extend their bid validity as may be required by Company; their bid will be deemed withdrawn without forfeiture of their bid bonds or securities.

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

7.4 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 RFQ.

7.5 Cost of Preparing Proposal

The Bidder shall bear all costs associated with or relating to the preparation and submission of their Proposal, and Ignite shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

7.6 **Proposal Documents**

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

Technical Proposal:

- a) Checklist (Mandatory Documents required with the Proposal) Page 3 4
- b) Technical Proposal Submission Form C1
- c) Firms/Bidders Profile Form C2
- d) Relevant Experience of the Firm/Bidder Form C3
- e) Proposed Activities Plan, Methodology & Execution Timeline for Marketing Campaign Form C4
- f) Roles & Responsibilities of Consortium/JV Partners Form C5

Technical Proposal should detail the capability and experience of delivering the services specified in the ToRs. Bidder should submit details of maximum five of their most relevant/similar nature assignments. Assignments submitted beyond the given number will not be considered.

Financial Proposal:

Financial Proposal must consist and submitted on the following formats:

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

7.7 Bid Security

Bid security of **PKR 50,000** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE-National Technology Fund (FTN/NTN: 2939308-6) is to be placed in Envelope # 1 along with the mandatory documentation.

7.8 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.

7.9 Taxes

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. While submitting their bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) in their financial proposal. Omission if any shall be the sole responsibility of the bidder. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.

8 Submission, Receipt, and Opening of Proposal

- 8.1. Proposals will be accepted and evaluated using Single Stage, One Envelope Procedure.
- 8.2. The original Proposal shall contain no interlineations or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the bidder's authorized person. The proposal shall be clear and elaborate. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form C1 & C7)
- 8.3. The Bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 8.4. Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document.
- 8.5. Bidder is required to submit original Technical Proposal along with all supporting documents.
- 8.6. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal.
- 8.7. The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment "<u>Provision of Co-Working Space</u>" 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 **"***Provision of* <u>*Co-Working Space*</u>" and the name of **Bidder**. 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.

8.8. The Proposal must be sent to the following address and received by the Company not later than the time and the date specified elsewhere in this Bidding Document:

Position:	Manager Procurement
Telephone:	+9251 910 7441 - 6 Ext. 135
Mobile:	+92306 199 1234
Fax:	+9251 910 7447
Email Address:	procurement@ignite.org.pk
Postal Address:	Ignite- National Technology Fund 3 rd Floor, Telecom Foundation Complex, 7 Mauve Area, G- 9/4, Islamabad

- 8.9. Bidders must submit their proposal on EPADs <u>https://eprocure.gov.pk/</u>
- 8.10. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 8.11. The 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.
- 8.12. The 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 the Company and will be opened as per the tentative timeline specified elsewhere in this document.

8.13. Key Activities & Timeline

The tentative timeline set out herein represents the Company's best estimate of the schedule that will be followed. If an activity contained in this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The tentative schedule of activities is as follows:

#	ACTIVITY/MILESTONE	TIMELINE
1	RFQ Issuance	June 26, 2024
2	Deadline for receiving queries / questions	July 1, 2024
3	Response to queries/questions related to RFQ	July 3, 2024
4	Proposal Submission Deadline	July 11, 2024 at 1100 hours
5	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	July 11, 2024 at 1130 hours
6	Opening of Financial Proposals (in front of Bidders present at 3rd Floor, TF Complex, 7 Mauve Area, G- 9/4, Islamabad)	July 11, 2024 at 1130 hours
7	Award of Contract	TBD

9 Evaluation and Award Process

9.1 Preliminary Examination

- 9.1.1.The Company shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 9.1.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 9.1.3. Prior to the detailed evaluation, the Company will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The Company's determination of a bid's responsiveness is to be based on the contents of the bid itself.

9.2 Evaluation of Technical Proposals

- 9.2.1. The Company will evaluate and compare the bids which have been determined to be substantially responsive.
- 9.2.2. If a bid is not substantially responsive, it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 9.2.3. During the technical evaluation no amendments in the Proposals shall be permitted.
- 9.2.4. The Company will evaluate bids on adherence to ToRs, conformation of requirements as laid down in RFQ, inclusiveness of all taxes, stamps, duties, levies, fees and shall exclude any allowance for price adjustment during the period of execution of the contract.

9.3 Eligibility and Evaluation Criteria

- 9.3.1. Required to submit the company name, year of establishment, address of the company (Registered Office), telephone number(s), fax number(s) and e-mail Address and must have at-least One (1) registered operational office in Islamabad. (Details shall be submitted with proof).
- 9.3.2. Required to submit valid copy of CNIC of Firm's Authorized Representative (Signing Authority)
- 9.3.3. General Sales Tax (GST) Certificate(s) (colored copy required).
- 9.3.4. National Tax Number (NTN) Certificate(s) (colored copy required).
- 9.3.5. Required to submit the Valid Current Financial Soundness Certificate /Account Maintaining Certificate from the concerned Bank.
- 9.3.6. Required to submit the Bank Statement without any tempering for at-least past 36months (3-Years) for the purpose of verification of Bidder's Financial Capabilities.
- 9.3.7. Required to submit copy of Audit Report i.e. (Auditor's Report, Balance Sheet, and Profit & Loss Account, Cash flow statement) or any other valid Documentary Evidence shall be submitted.
- 9.3.8. The Concerned firm / company / vendor shall provide the details of similar works and cost, completed during the last 03 years. Valid Documentary evidence shall be submitted in shape of copies of Purchase orders/work orders/agreements/completion certificates. (Minimum 5-proofs required for the last 03-Years Work Experience in relating to the concerned field). At least Five (5) Proofs shall be submitted of each Year.
- 9.3.9. The concerned firm/company/vendor shall have well-experienced of supplying similar services in Government/Private Institutions with documentary evidence. (At least 5-valid documentary proof shall be submitted in shape of Work/Job Order, Supply Order or any other written proof which has acceptable as per rules)
- 9.3.10. Required to submit at least Three (3) valid Customer Satisfaction/Work Completion Certificates from the Clients/Customers at Client Official Letter Head with required discipline that the potential bidder(s) has provided the required services as per Procuring Agency requirement and on scheduled time during in the contract period for last 3 Years. At least One (1) Proof shall be submitted of each Year.

9.4 Award of Agreement

After completing negotiations, the Company shall award Agreement to the selected Bidder (most advantageous). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive Bidders.

10 Availability of Skilled Resources

11. The Successful Bidder is bound to provide the services of professional staff as per technical proposal

11 Confidentiality

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

12 Conflict of Interest

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

a) Conflicting assignments

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

b) Conflicting Relationships

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

13 Fraud and Corruption

12.1. The Company requires the Bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an

agreement. In pursuance of this policy, the Company defines, for the purpose of this paragraph, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- c) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels, etc.;
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- 12.2. The Company will reject a Proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement to be executed pursuant to RFQ. The Company may also impose penalties on the Bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.
- 12.3. The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of Proposals and agreement performance, and have them audited by auditors appointed by the Company.

14 Clarification Request/Amendment

- 14.1. The Bidder can request a clarification in the RFQ document up to the date indicated in the RFQ 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 RFQ document. The Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential Bidders after July 3, 2024.
- 14.2. At any time before the submission of Proposals, the Company may amend the RFQ document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA and Company web site, and revised RFQ document will be uploaded on Company's and PPRA website.



Specification for Office Space:

The proposal submitted by the bidders must include the following requirements and Ignite evaluation committee shall carry out assessment to verify on the location, specifications, status of the building etc.

- The office space must be within Islamabad (a radius of 10 kms)
- Offered premises should be easily accessible
- Offered premises should have proper safety evacuation plan i.e. emergency exits
- The building/offered premises should allow for comfortable entrance / exit to and from the building by staff, clients, visitors etc.
- The building offered must have access control 24/7
- The building should have access for people with special needs / disability

Building General Requirement:

- The building must be an existing building (completely build structure)
- Separate office which can accommodate approx. 11 people
- The office space must be fully furnished to meet our operational requirements and facilitate immediate occupancy.
- The office space must include existing seating arrangements and furniture to accommodate our operational needs without additional provisions
- The office space must include 1 meeting and conference rooms equipped with modern multimedia capabilities to facilitate effective presentations and communications. Building should offer adequate secure parking space, conformation of which should be part of proposal.

Building Services:

- The building must make provision for goods and passengers' lifts / elevators (if applicable)
- The office premises should be fully air-conditioned and ventilated
- Backup generator supply must be available in the event of power failure
- The office premises offered must have fire detection and prevention services
- Seating plan drawn to scale is required to be submitted as part of the proposal
- High speed internet (100Mbps or more), scanning, printing facilities, mail handling, waiting lounge, front desk services, janitorial services etc.
- In house café services / refreshments
- CCTV surveillance and backup, monitored facility entrance

15 Project Duration / Timeline

Successful Bidder is expected to provide services of Co-Working space till the time of agreement.

16 Payment Schedule

Payments will be made on quarterly basis or as per agreement.



PART – C: FORMS TO BE SUBMITTED WITH PROPOSAL

Technical Proposal - Standard Forms

Form C1. Covering Letter

[Location, Date]

To: Manager Procurement Ignite National Technology Fund 3rd Floor, TF Complex, 7 Mauve Area G-9/4, Islamabad. Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of "<u>Provision of Co-Working Space</u>" in accordance with your Request for Quotation 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: Email:

Form C2. Firm/Bidder Profile

S #	Crite	eria	
1.	1. Profile of the Bidding entity:		
	i. Registered Age of Firm		
	ii.	Names of Owners/ CEO/ Directors/	
		Partners/ Managers	
2.	i.	Location of Firm Office/Sub Office	
	ii.	Number of Relevant Employees	
		including their Names &	
		Designations, Contact Numbers &	
		Branch Contact Numbers	
3.	Financial Position		
	i.	Name of Banks	
	ii.	Certificate of Financial Position	
	iii.	Copy of Audited Annual Accounts	
		(of last 3 years)	
	iv.	Tax Registration (NTN/STN/FTN)	

Form C3. Relevant Experience of the Firm/Bidder

Form C4. Proposed Activities Plan, Methodology & Execution Timeline for Provision of Co-Working Space Submit proposed Activities Plan, Methodology & Execution Timeline

Form C5. Roles and Responsibilities of Consortium/JV Partners

Applying As:

[] Standalone Legal Entity	[] Consortium (Please attach relevant document)
[] Joint Venture (Please attach relevant document)	[] Other (Please specify & attach relevant document)

Lead Partner Details:

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

Partner – 1:

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

Partner – 2:

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

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

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

Financial Proposal - Standard Forms

Form C6. Covering Letter

[Location, Date]

To: Manager Procurement Ignite National Technology Fund 3rd Floor, TF Complex, 7 Mauve Area G-9/4, Islamabad. Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services to <u>Provision of Co-Working Space</u> in accordance with your Request for Quotation dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

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

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

We remain, Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address: Email:

Form C7. Summary of Cost

On company's letter head:

Provision of Co-Working space as per ToRs						
Description	Unit Price per month per person	GST per month per person	Total Cost (Incl of GST) per month per person	# of persons	Total Cost (Incl of GST) per month for 11 persons	
Office with all amenities				11		

- The bid is submitted without any conditions.
- All the terms and conditions set forth by IGNITE in this document are acceptable unconditionally, including bid validity

Procurement Method - Annexure A

Single Stage One Envelope Procedure for Bidding Public Procurement Rules 2004

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

Draft Contract - Annexure B

DRAFT - AGREEMENT FOR PROVISION OF CO-WORKING SPACE

This Agreement for <u>"PROVISION OF Co-Working Space"</u> (the "Agreement") is made at Islamabad on this [Insert the date] day of [Insert Month] 2024.

Between

Ignite, a company incorporated under section 42 of the repealed Companies Ordinance, 1984 (*now TheCompanies Act, 2017*), having its registered office at 3rd Floor, Telecom Foundation Complex, Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the **"Company"**, which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns) of the First Part;

And

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

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

RECITALS

WHEREAS

- A. The Company requires Services of co-working space in the RFQ.
- B. The Service Provider agrees to provide the required Services (*hereinafter referred to as* "<u>Co-Working Space</u>") in accordance with the terms described in the RFQ which is attached herewith to this Agreement as <u>Annexure A.</u>
- **c.** All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.
- D. Against the provision of satisfactory and acceptable services the Service Provider shall receive agreed compensation as described in the payment disbursement plan mentioned in the RFQ. Against the provision of satisfactory and acceptable Services, the Service Provider shall receive agreed compensation as provided in the **"Payment Schedule"** attached herewith as <u>Annexure-B</u>.

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

1 **DEFINITIONS AND INTERPRETATIONS**

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

- **1.1 "AGREEMENT DOCUMENTS"** means the documents listed in Article 5 of this Agreement.
- **1.2 "APPROVED"** or **"APPROVAL"** means approved in writing by the Company and/or the ServiceProvider.
- **1.3 "DAY"** means calendar day of the Gregorian calendar.
- 1.4 "DELIVERABLES" means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the RFQ under the heading "Scope of Work" therein.
- **1.5 "INTELLECTUAL PROPERTY RIGHTS"** means rights in intellectual property, if any, arising from the Scope of Work, deliverables, reports, or work provided by the Service Provider under this Agreement.
- 1.6 "REQUEST FOR QUOTATION" or "RFQ" means the request for quotation titled [Provision of Co-Working Space] issued dated [Insert Date] by the company for the purpose of this Agreement.
- **1.7 "SERVICES"** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFQ and attached herewith as <u>Annexure-A</u>.
- **1.8 "SINGULAR AND PLURAL"** Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

2 OBLIGATIONS OF THE COMPANY:

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

3 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 The Service Provider shall conform with and abide by the provisions of all federal, provincialand local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may beaffected in any way by the works (hereinafter referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.

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

4 PRIMARY CONTACTS

The Parties shall appoint one (1) individual within their organizations to serve as the primary contact between each other in order to receive or provide any requisite assistance or support.

[Please insert details including name contact No. email etc. of the Primary Contact of Ignite]

[Please insert details including name contact No. email etc. of the Primary Contact of Service Provider].

5 AGREEMENT DOCUMENTS

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

- i) The Agreement or subsequent amendments through the Addenda;
- ii) Annexure A: RFQ
- iii) Annexure B: Payment Plan (*to be finalized*)

6 **EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective from [xxxx] and shall remain valid until [xxxx] ("**Term**") unless terminated earlier in accordance with the terms of this Agreement. The Agreement can be extended for another Term after the expiry date on the terms and conditions mutually agreed upon between the Parties subject to the Company giving ten (10) days advance notice to the Service Provider to that effect.

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

7 <u>CONFIDENTIALITY</u>

- **7.1** The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, drawing, sample or information furnished by or on behalf of either Party in connection therewith, to any person other than a person employed by either Party in performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.
- **7.2** Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.
- 7.3 Both Parties agree that, regardless of the expiration or termination of the Agreement for any reason, the provisions concerning Confidentiality shall remain in effect for five (5) years after the Agreement's expiry or termination or unless the Parties agree otherwise to discontinue its effect.

8 INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that any and all intellectual property rights generated as a result of the performance of Services under this Agreement, Including the Scope of Work provided in this RFQ, shall be the absolute property of the Company.

9 TAXES AND DUTIES

The Service Provider shall fully comply with all applicable tax laws in Pakistan, including rules, regulations and other requirements. The Company is authorized to deduct, at the source, any withholding tax obligations as required by the prevailing tax laws of Pakistan.

10 ASSIGNMENT AND SUB-CONTRACT

The Service Provider shall not alter, assign, or subcontract any part of this Agreement without obtaining prior written consent from the Company. If such consent is granted, it shall not absolve the Service Provider of its obligations and liabilities under this Agreement. Furthermore, the Service Provider remains fully accountable for the actions, omissions, and performance of any subcontractors or assignees, as well as those of its own agents, employees, and personnel.

11 PRICES AND PAYMENTS

- **11.1** The total price of the Agreement including taxes shall not be in excess of PKR [xxx] *(Insert the amount in Words),* inclusive of all applicable taxes.
- **11.2** The Agreement price set forth in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.
- **11.3** No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.
- **11.4** Applicable taxes will be deducted when processing payments and deposited with Federal Board Revenue (FBR).

12 **TERMINATION**

Termination for Default

- 12.1 The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default ("Default Notice") sent to the Service Provider, terminate this Agreement in whole or in part, if:
 - 12.1.1 the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the Company;
 - 12.1.2 the Service Provider fails to perform any other obligation(s) under the Agreement;
 - 12.1.3 the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the Default Notice from the Company.

13 TERMINATION FOR CONVENIENCE

The Company reserves the right to terminate the Agreement, in whole or in part, at any time for its convenience, provided that it provides thirty (30) days' prior written notice to the Service Provider or after payment of a proportionate fee, subject to the Service Provider's satisfactory performance as determined by the Company.

14 AMENDMENT

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

15 ENTIRE AGREEMENT

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

16 INDEPENDENT CONTRACTORS

- **16.1** The Service Provider is and shall remain at all times an independent Contractor or and shall be fully responsible for its own acts or defaults (including those of its employees or agents).
- **16.2** The Service Provider, along with its employees, agents, or representatives, shall refrain from engaging in any activities that could reasonably lead any individual to believe that they are acting as employees, agents, or representatives of the Company.
- **16.3** Nothing in this Agreement shall be deemed to constitute a partnership or other profitsharing agreement between the Parties.

17 <u>SURVIVAL</u>

Certain clauses of this Agreement, including but not limited to Indemnification, Confidentiality, and Dispute Resolution, as well as any other clauses inherently intended to extend beyond the termination or expiry of this Agreement, shall remain in effect for a period of Ten (10) years following such termination or expiry.

18 INDEMNIFICATION

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

19 DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be initially resolved through negotiation by Parties. If dispute(s) remain unresolved for a period of 30 days, it shall then be settled by the sole arbitrator appointed by both the Parties as mutually agreed in accordance with the Arbitration Act 1940 and the rules made thereunder. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party shall bear the arbitration cost own its own.

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

20 FORCE MAJEURE

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

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

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement in two (2) counterparts and on the days and dates set forth above, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Signed for & on behalf of the Company	Signed for & on behalf of the Service Provider
Ву:	Ву:
Title: Chief Executive Officer	Title:
CNIC:	CNIC:
Date:/2024	Date:/2024

<u>Witness - 1</u>	<u>Witness - 1</u>
Signature:	Signature:
Name:	Name:
Designation:	Designation:
CNIC:	CNIC:
<u>Witness - 2</u>	<u>Witness - 2</u>
Signature:	
Name:	Signature:
	Name:
Designation:	
CNIC	Designation:
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 RFQ document for submission of their bids.