



## **REQUEST FOR PROPOSAL (RFP)**

### **National Incubation Centers (NICs) Project Review, Evaluation & Impact Assessment**

**No.: IGNITE/NICIMP/2021-22/0031/Proc**

**Date of issue: September 05, 2021**

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

**3<sup>rd</sup> Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4  
Islamabad  
[www.ignite.org.pk](http://www.ignite.org.pk)**

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

# 1 Mandatory Eligibility Criteria Checklist

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

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
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 ☑ , 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 ☑ , otherwise put a Cross ☒ in the Mark Column).	
5.	In case of bid being submitted as consortium/Joint Venture (JV), attach consent letter of <b>each</b> 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 PKR100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>	
8.	<b><u>Two separately sealed envelopes:</u></b>	

	<p><b><u>Envelope #1 shall clearly bear the name “Technical Proposal National Incubation Centers (NICs) Project Review, Evaluation &amp; Impact Assessment”</u></b></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.</p> <p>Bidders are to make sure that Financial Proposal is <b>not</b> part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical Proposal is not a mandatory requirement.</p>	
9.	<p><b><u>Envelope #2 shall clearly bear the name “Financial Proposal National Incubation Centers (NICs) Project Review, Evaluation &amp; Impact Assessment”</u></b></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> <p>Bid Security in a separate sealed envelope, shall be enclosed in Envelope for Financial proposal.</p>	
10.	<p>Affidavit on Letter Head affirming that bid security in the required form and manner is enclosed with the financial proposal.</p>	

**Note:** Bidders are required to submit *filled, signed & stamped copy of the above checklist* along with the Proposal. Requirement No. 6 & 7 above, are required to be submitted on separate stamp papers.

## 2 Definitions

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

<b>Bidder</b>	A firm, agency, party or consortium which will submit proposal in response to this RFP.
<b>Company</b>	IGNITE – National Technology Fund, registered under Section 42 of the Companies Act 2017, (Former Company

	Ordinance, 1984) with its office at 3 <sup>rd</sup> Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan.
<b>Consortium/ Joint Venture</b>	Consortium is an association of more than one legal entity, which have come together to jointly respond to the RFP. A Joint Venture is an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
<b>Date of Issue</b>	The date on which the RFP titled “National Incubation Centers (NICs) Project Review, Evaluation & Impact Assessment” is issued by Company to solicit bids from potential bidders.
<b>Service Agreement</b>	An agreement concluded between Company and the Successful Bidder. (Annexure B).
<b>ICT</b>	Information Communication Technology.
<b>Implementation Partners</b>	The existing/successful bidders of NIC Projects to whom the contracts for implementing respective NICs were awarded, after following due RFP Process.
<b>IT</b>	Information Technology.
<b>National Incubation Centers (NICs)</b>	A network of 5 Incubation Centers established by Ignite i.e. National Incubation Center (NIC), Islamabad; National Incubation Center (NIC), Lahore; National Incubation Center (NIC), Peshawar; National Incubation Center (NIC), Karachi & National Incubation Center, Quetta.
<b>Startup</b>	Technology companies/enterprises that are selected/incubated into the National Incubation Centers and undergo mentoring and training under National Incubation Centers.
<b>Terms of Reference (ToR)</b>	The description of formal work & activities under the “ <i>National Incubation Centers (NICs) Project Review,</i>

	<i>Evaluation &amp; Impact Assessment</i> ” to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.
<b>Successful Bidder</b>	A bidder who has been awarded the contract pursuant to the RFP titled “ <i>National Incubation Centers (NICs) Project Review, Evaluation &amp; Impact Assessment</i> ” and who shall be responsible for carrying out the study as per the requirements laid down in this document and in contract.
<b>Lead Bidder</b>	The lead bidder is the lead entity, in case of consortium or joint venture that is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.

### 3 Ignite

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

### 4 Instructions for Bidders

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

## **5 Bidding Document**

### **5.1 Contents**

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

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

After issuance of letter of acceptance, the successful Bidder is expected to sign the agreement as soon as possible. If successful Bidder is not responsive and does not sign the agreement within a reasonable time, maximum 15 days 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 ToR of the RFP document and obligations contained in the Service Agreement, the Company may terminate the Service 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:

<b>Technical Proposal</b>
<p>Technical Proposal is to consist of the following:</p> <ul style="list-style-type: none"><li>a) <b>Checklist</b> (Mandatory Documents required with the Proposal) – Page 4 &amp; 5</li><li>b) Technical Proposal Submission <i>Form B1</i></li><li>c) Firm/Bidder Profile - <i>Form B2</i></li><li>d) Experience of the Firm/Bidder –<ul style="list-style-type: none"><li>a. <i>Specific experience of the bidder relevant to the assignment Form B3-1</i></li><li>b. <i>General experience of the bidder relevant to the assignment Form B3-2.</i></li></ul></li><li>e) Separate Design Document, Proposed Plan and Methodologies of Deliverable <i>Form B4</i></li><li>f) Project Management Team Members (Key Experts) - <i>Form B5</i></li><li>g) Composition of Project Management Team – <i>Form B6</i></li><li>h) Roles &amp; Responsibilities of Consortium/JV Partners etc.– <i>Form B7</i></li></ul> <p>Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum <b>ten</b> of their most relevant/similar nature assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.</p> <p>Team structure proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant <i>Forms</i>. CVs should provide details of projects undertaken and completed by the individual.</p> <p>Technical Proposal should not contain any financial information. <b><u>Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.</u></b></p>
<b>Financial Proposal</b>

Financial Proposal must consist of the following:

- a) Financial Proposal Submission Form– *Form C1*
- b) Summary of Costs Form – *Form C2*

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.

## **6.7 Bid Security**

The Financial Bids must be accompanied with the bid security @ 1% of the total bid in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE National Technology Fund (FTN/NTN: 2939308-6). Any reference of the bid security in the Technical Bid will lead to disqualification. However, all bidders are required to submit an affidavit on letter head along with Technical Bid that bid security in the required form and manner is enclosed with the financial proposal

## **6.8 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.

## **6.9 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.***

## **7 Submission, Receipt, and Opening of Proposal**

- 7.1** Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure A.
- 7.2** The original Proposal shall contain no interlineations or overwriting. 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 B1 & C1) in separate envelopes.

- 7.3** 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.
- 7.4** Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 7.5** Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 7.6** One **USB** containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 7.7** The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" followed by the name of the assignment "***National Incubation Centers (NICs) Project Review, Evaluation & Impact Assessment***" 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 Centers (NICs) Project Review, Evaluation & Impact Assessment***" and the name of **Bidder**, with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document, and the name of the Bidder, and clearly marked "**DO NOT OPEN BEFORE SUBMISSION DEADLINE**". Company shall not be responsible for misplacement, losing or premature opening of the outer envelope if not properly sealed and marked as stipulated. Such negligence may result in rejection of the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Proposal.

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

<b>Position:</b>	Manager Procurement
<b>Telephone:</b>	+92- 51-910 7441 - 46 Ext. 135
<b>Mobile:</b>	+92- 306-199 1234
<b>Fax:</b>	+92- 51-910 7447
<b>Email Address:</b>	<a href="mailto:procurement@ignite.org.pk">procurement@ignite.org.pk</a>
<b>Postal Address:</b>	<b>Ignite, 3<sup>rd</sup> Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4 Islamabad</b>

- 7.9** Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.
- 7.10** Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 7.11** Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable PPRA rules and the stipulations contained in this document.
- 7.12** 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.

**7.13 Key Activities & Timelines**

The 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 - schedule of activities is as follows:

#	ACTIVITY/MILESTONE	- TIMELINES
1	RFP Issuance	September 05, 2021
2	Deadline for receiving queries / questions	September 15, 2021 05:00 pm

3	Response to queries/questions related to RFP	September 21, 2021
4	Pre-bid conference (Venue to be decided)	September 23, 2021 05:00 pm
5	Proposal Submission Deadline	October 5, 2021 03:00 pm
6	Opening of Technical Proposals (in front of Bidders Ignite, 3rd Floor, TF Complex, 7 Mauve Area, G-9/4 Islamabad)	October 5, 2021 03:30 pm
7	Opening of Financial Proposals (in front of Bidders Ignite, 3rd Floor, TF Complex, 7 Mauve Area, G-9/4 Islamabad)	TBD*
8	Award of Contract	TBD

\* Manager Procurement will communicate the date and time for financial bid opening to technically qualified bidders.

## 8 Proposal Evaluation

- 8.1** From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidder's Proposal. However, the Company may contact the Bidder for seeking clarification of any aspect of Technical Proposal or demand any missing information.
- 8.2** Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 8.3** 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.

**9.1** 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 140 out of 200 marks in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.

**9.2** Financial Proposals of those Bidders obtaining less than 140 marks out of 200 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:

14

		10	
III.	<b>Proposed Approach &amp; Research Methodology, Understanding of the Terms of Reference, Proposed Timelines and Work Plan – (Form B4)</b> <ol style="list-style-type: none"> <li>1. Proposed Process, Research Methodology &amp; Design &amp; Project Plan <ol style="list-style-type: none"> <li>a. Completeness in Understanding of Project Requirements &amp; Terms of Reference</li> <li>b. Proposed Research Methodology &amp; Design, Approach &amp; Project Execution Plan (duration for completion of study)</li> <li>c. Project Time Management Plan</li> <li>d. Proposed Quality Assurance Mechanism &amp; M&amp;E Plan</li> <li>e. Risk Management Plan</li> </ol> </li> </ol>	10 20 15 10 5	<b>60</b>
IV.	<b>Cumulative Qualification, Experience and Competence of the proposed Project Management Team (Form B5, B6)</b> <ol style="list-style-type: none"> <li>1. Educational Qualification of Proposed Team Members</li> <li>2. Overall Experience of Proposed Team Members</li> <li>3. Experience of Past Projects related to the assignment (evaluation studies, impact assessment, etc.)</li> </ol>	20 10 50	<b>80</b>
V.	<b>Presentation by Bidders (Mandatory)</b>  Presentation of all proposed aspects of the project outlined in Evaluation Criteria as mentioned Sections (I – IV) above	10	<b>10</b>
	<b>Total Marks</b>		<b>200</b>
	<b>Minimum Qualification Marks Required (70%)</b>		<b>140</b>

## **10 Financial Proposals**

- 10.1** 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.
- 10.2** Bidders whose technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of contract with Successful Bidder.
- 10.3** 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.
- 10.4** 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.
- 10.5** 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.

## **11 Combined Score**

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



## **12 Availability of Proposed Project Team Members/Experts**

- 12.1** The Successful Bidder is bound to provide the services of professional staff proposed in Technical Proposal. In case of non-availability of any proposed professional staff, the 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 Bid.
- 12.2** No member of professional staff, should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

## **13 Award of Agreement**

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

## **14 Confidentiality**

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

## **15 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 existing 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.

## **16 Fraud and Corruption:**

**16.1** 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.

**16.2** 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.

- 16.3** 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.

## **17 Clarification Request/Amendment**

- 17.1** The Bidder can request a clarification in the RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company's e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential Bidders after September 24, 2021.
- 17.2** 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 website, and revised RFP document will be uploaded on Company's and PPRA website.

## **PART B - TERMS OF REFERENCE**

## **18 Background & Introduction of Project**

- 18.1** In line with the vision of Government of Pakistan, for accelerated digitization and transformation of Pakistan into a knowledge-based economy to spur economic growth through innovation and entrepreneurship, Ignite has established 5 National Incubation Centers (NICs) in Federal Capital and all 4 Provincial Capitals. The key objective of this NIC program is to facilitate talented entrepreneurs and provide them all necessary support for transformation of their innovative idea in to a sustainable business. NICs facilitate and provide all key support required by startups to succeed including mentorship and networking by leading entrepreneurs, corporate chieftains, top professionals, investors and global entrepreneurial organizations through numerous events and meet-ups. Other key facilities provided to startups include rent free office space, high speed broadband Internet, makers lab, usability labs, design thinking lab, AI, R&D Centers, and a host of other shared facilities.
- 18.2** Over a period of past three years, around 380 startups have graduated from these spaces, have already received commitments of around Rs. 8.77 Billion (\$ 56 M approximately), and has also generated revenue of around Rs. 3.98 Billion (\$ 24.87 M approximately). Annually, 170 promising technology startups graduate from these spaces which makes them a very attractive space for all national and international investors.
- 18.3** In order to evaluate the overall performance of National Incubation Centers, and to assess the impact they have created in improvement of startup ecosystem of Pakistan, Ignite envisages to hire services of a professional and qualified third party to conduct Review, Evaluation and Impact Assessment of National Incubation Centers. This review and evaluation will not only provide key information regarding progress of its existing National Incubation Centers (NICs) to evaluate its performance, but will also enable to devise key strategy and model for future expansion of NICs on base of recommendations provided by consultant regarding the existing model of NICs.
- 18.4** All the 5 NICs, have been established through an open and transparent RFP Process. Ignite had earlier floated RFPs, for all these NICs, and contracts for establishment of these NICs were awarded to successful bidders. Each NIC project have duration of 5 years and 3 months, which included initial 3 months of establishment period, followed by 5 years of operations. All further details regarding scope of the projects are available in RFPs, which will be shared with successful bidder along with all other relevant documents. The successful bidder is expected to conduct project review, evaluation and impact assessment of each of the 5 NICs, from the date of their establishment till September 30, 2021. Complete scope of this assignment includes review, evaluation and impact assessment of all NICs separately and as well a collective information regarding

all NICs as a whole to be submitted in form of a report. The relevant team members of successful bidder are also expected to physically travel to all NICs, and will be facilitated in provision of all relevant records of respective NICs, including their proposals, technical and financial reports, deliverables, and all other relevant documents etc. for evaluation purposes.

## **19 Project Evaluation Purpose**

- a. This Evaluation & Impact Assessment will serve key purpose of learning and accountability and will seek to identify key problems and constraints of the project till September 30, 2021 and to formulate necessary corrective actions and appropriate recommendations for effective implementation of remaining project time.
- b. This Evaluation & Impact Assessment will review the efficiency of project implementation in terms of achieving key envisaged objectives, outcomes and delivering outputs.
- c. It will also provide key insights, learning and rationale about project overall impact on startup ecosystem, for assessing the efficacy and effectiveness of the existing model for development of future strategy for NIC expansion.

## **20 Scope of Review, Evaluation and Impact Assessment**

- 20.1** The Review, Evaluation & Impact Assessment will include the implementation of each of NIC project since its establishment till September 30, 2021. The evaluation will cover all activities under taken by respective implementation partners as described in Project Service Agreement and Project Portfolio. This will include the assessment of effectiveness of project implementation in terms of achieving key envisaged objectives, outcome and delivering outputs.
- 20.2** The successful bidder will visit all 5 NICs in Islamabad, Peshawar, Lahore, Karachi, and Quetta for performance evaluation of each NIC and its past and current startups.
- 20.3** Comparison of planned project results with actual project result to assess and determine the impact of project activities undertaken till September 30, 2021. Assess the key progress of project till September 30, 2021 and identify deviation and recommend necessary correction needed to achieve project results.
- 20.4** Analyze and assess key project risk and challenges that may impact achievement of envisaged objectives and results, and recommendation of appropriate corrective actions to ensure that NIC Projects are on track and will achieve desired results on their completion.
- 20.5** Evaluate and analyze existing processes, procedures, policies and relevant frameworks outlined and developed by respective implementation partners and evaluate their efficacy.
- 20.6** Assess the relevance, efficiency, efficacy, effectiveness and sustainability aspects of NIC projects.
- 20.7** To examine and assess the overall impact of NIC Project activities on basis of relevant data and key indicators and also investigate the potential sustainability of its results.
- 20.8** To verify data reported by each NIC such as startups inducted, graduated, jobs created by each startup, revenue generated by each startup, local investment in each startup, foreign investment in each startup, etc. Sample size will be 50 inducted startups each from Islamabad, Lahore, and Karachi and 25 startups each from Peshawar and Quetta i.e. in total 200 startups.

- 20.9** To review and examine various aspects of project implementation including proposed team structure, startups screening, evaluation and selection criteria, mentorship and training programs, curriculum being imparted, monitoring mechanism being used to measure startup performance, provision of allied support and networking, creation of linkages with corporates, guidance and facilitation for investment and funding raising etc. to assess the efficacy of these activities on success of startups.
- 20.10** To review and analyze efficacy and effectiveness of infrastructural support being provided by NICs to startups including building, ICT & allied services, furniture, HSE, HVAC and other physical aspects of NIC. Also identify key gaps and shortcomings that may help & improve overall environment of NICs. Evaluate the features of infrastructure including building with regards to providing positive and conducive working environment to startups.
- 20.11** Successful bidder team is required to meet reasonable number of past and current startups of each NIC to measure and assess the performance and impact of graduated start-ups and propose and identify key indicators that will help measure their performance in future. Successful bidder is also required to identify key reasons of startups failure and success during the incubation cycle based on their meetup, survey, interviews, focus groups etc. with startups.
- 20.12** To identify key gaps in existing model and recommend appropriate necessary changes that may be required to be incorporated in future strategy for NIC expansion and improvement of project design to get enhanced results. The successful bidder is also expected to conduct need analysis for development of future road map of NICs and enhancement of existing project model for its expansion such as public private partnership or some other model for faster expansion of NICs.
- 20.13** Any other relevant evaluation criteria for incubators.

## **21 Key Evaluation Questions to be Asked**

- 21.1** To what extent have the planned activities of the NICs Project been effective and have been able to contribute towards strengthening of overall startup ecosystem of Pakistan?
- 21.2** To what extent the project is on track in achieving the desired objectives, outcomes and results as mentioned in contract of each NIC?
- 21.3** How effective is the outreach, start-up's screening, selection and induction process of respective NICs?
- 21.4** How effective are the curriculum, training & development, mentorship & networking programs of NICs?



- 21.5** What are the key gaps and shortcomings of existing NIC model and changes that are required for future expansion and key needs, business case and rationale for expansion of NIC project? How would you compare performance of each NIC with other private and academic incubators in Pakistan?
- 21.6** For faster expansion of NICs, a public private partnership model will be needed like in some other countries. To attract bidders in a public private partnership model, what is the suggested percentage of cost to be shared by the private sector for setting up and running a new NIC?
- 21.7** What is the overall impact of each NIC till September 30, 2021, in terms of investment, jobs created, revenue, and overall quality of startups? Figures for revenue and investment should be verified based on documents shared for different startups incubated by each NIC.
- 21.8** Rate performance of each NIC as below average, average, good, excellent based on achievement of 40%, 60%, 80%, and 100% of KPIs mentioned in their contracts.
- 21.9** Any other recommendations for incubating sustainable startups and attracting local/foreign investment in them.

## **22 General Instructions**

- 22.1** The bidder must be a reputable firm with preferably 3 years or more relevant experience.
- 22.2** The whole assignment is expected to be completed within 90 calendar days (3 months) from date of commencement of project.
- 22.3** The Company will own the Intellectual Property Rights to all the reports/deliverables of the study.
- 22.4** The bidder and/or any other team member it nominates for the review must have a deep understanding about startup and entrepreneurial ecosystem in general and in specific about Pakistan startup and entrepreneurial ecosystem.
- 22.5** The bidder must be impartial and independent from any aspects of management of financial interest in Ignite, NICs, all implementing partners of NIC Project, or any of the startups of NICs.
- 22.6** The bidder or any of the proposed staff or team members must not, during the period covered by the review and evaluation and during the term of this assignment, be employed by, or served as director/partner, or have any financial or business relationship with the management of Ignite, NICs, all implementing partners of NIC Project, and startups incubated at NICs.
- 22.7** The interested parties/agencies are invited to submit a Technical Proposal along with a Financial Proposal as per the ToR given in this RFP. The proposal will be the basis for contract finalization with the successful bidder.
- 22.8** The costs associated with preparing proposal and finalizing of the contract, including visits for discussion with Company are not reimbursable and the Company reserves the rights to accept or reject any or all of the proposals submitted, without assigning any reason thereof.
- 22.9** The Company requires that successful bidder provides professional, objective, impartial advice and services and at all times hold the Company's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The successful bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Company.

**22.10** All the key survey tools and other related documents, including but not limited to, questionnaires, survey forms, management interview reports, references of local and international publications used, must be provided to, and developed with collaboration of Company.

### **22.11 Project Team**

The Successful Bidder will be completely responsible for completion of the assignment and overall Management & Governance in a professional manner. The Bidder will propose a professional team having relevant qualification, expertise, and knowledge of implementing such project. The structure and composition of the team is up to the discretion of the bidder as per the requirements and scope of the project. However, bidder is expected to nominate and propose one of the team members having relevant expertise, qualification and experience as a Project Manager.

### **22.12 Desired Outcomes**

The Successful Bidder is expected to design, develop and conduct a comprehensive scientific based review, assessment and evaluation of National Incubation Centers (NICs) projects of Ignite. The comprehensive report may also provide information about evaluation and overall impact of all NICs, and must also contain detail of individual NICs, as well. The main purpose of study is to evaluate, till September 30, 2021, the performance of these NICs, and also to identify key implementation gaps in order to improve their performance. Furthermore, Ignite is also interested in measuring efficacy of the existing models of NICs, and in identification of key gaps, if any, so that in design and development of projects for expansion of NICs, those key design gaps could be fully addressed.

## **23 Responsibility Framework**

### **23.1 Provision of Funds**

Company will be responsible for making payments to the Successful Bidder as per the Service Agreement, and on the completion of stipulated requirements, as per the disbursement schedule. Budget limit for this assignment is **PKR 5 million including taxes**.

## **24 Tenure of Assignment**

Successful Bidder is required to complete the whole assignment in 90 calendar days.

## **25 IPR**

The Company will own all Intellectual Property Rights (IPR) during execution of “National Incubation Centers (NICs) Project Review, Evaluation & Impact Assessment.

## 26 Payment Plan

Tentative milestone and disbursement schedule is as follows, the same will be finalized with successful bidder at the time of signing of the contract:

No.	Project Milestone	Amount Payable on Acceptance of Deliverable	Deliverable Submission Date from Project Commencement
1.	Deliverable 1: Project Inception Report	15 %	Day 15
2.	Deliverable 2: First Progress Report of Project	15%	Day 45
3.	Deliverable 3: Second Progress Report of Project including draft Project Review, Evaluation, & Assessment Report	20%	Day 60
4.	Deliverable 4: After approval of Final Project Review, Evaluation & Assessment Report	50%	Day 90

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

## **Technical Proposal - Standard Forms**

### **B1. Technical Proposal Submission Form**

### **B2. Firm/Bidders Profile**

### **B3. Experience of the Firm/Bidder**

*B3-1: Specific Experience of Bidder relevant to assignment (Up to a Maximum of 10 assignments relevant to this study)*

*B3-2: General Experience of Bidder relevant to assignment (Up to a maximum of 10 assignments)*

### **B4. Separate Design Document, Proposed Plan and Methodologies of Deliverable**

### **B5. Project Management Team Members (Key Experts)**

### **B6. Composition of Project Management Team**

### **B7. Roles and Responsibilities of Consortium/JV Partners etc.**

## B1. Technical Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite,

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 execution of “***National Incubation Centers (NICs) Project Review, Evaluation & Impact Assessment***” 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. Firm/Bidder Profile**

S #	Criteria	
1	<b>Profile of the agency:</b> <ul style="list-style-type: none"><li>i. Registered age of Firm</li><li>ii. Names of Managers/ Owners/ CEO/ Directors/ Partners</li></ul>	
2	<ul style="list-style-type: none"><li>i. Location of Firm office/sub office</li><li>ii. Number of relevant employees including their Names &amp; Designations, Contact Numbers &amp; Branch contact numbers</li></ul>	
3	<b>Financial Position</b> <ul style="list-style-type: none"><li>i. Name of Banks</li><li>ii. Certificate of Financial position</li><li>iii. Copy of audited Annual Accounts (of last 3 years)</li><li>iv. Tax Registration (NTN/STN/FTN)</li></ul>	



**B3. Experience of the Firm/Bidder****B3-1: Specific Experience of the Bidder relevant to assignment (Up to a Maximum of 10)**

<b>NAME OF ASSIGNMENT</b>	<b>CLIENT NAME</b>	<b>LOCAL / INTERNATIONAL</b>	<b>SCOPE OF WORK &amp; DURATION</b>	<b>APPROX VALUE OF ASSIGNMENT (in PKR)</b>	<b>CONTACT PERSON &amp; DETAILS OF CLIENT</b>	<b>FINAL REPORT (web link or attached as annexure)</b>

\*Please attach evidence of above assignments. Only verifiable assignments will be evaluated.

**B3-2: General Experience of Bidder relevant to Assignment**  
**(Up to a maximum of 10 assignments)**

<b>NAME OF ASSIGNMENT</b>	<b>CLIENT NAME</b>	<b>LOCAL / INTERNATIONAL</b>	<b>SCOPE OF WORK &amp; DURATION</b>	<b>APPROX VALUE OF ASSIGNMENT (in PKR)</b>	<b>CONTACT PERSON &amp; DETAILS OF CLIENT</b>	<b>FINAL REPORT (web link or attached as annexure)</b>

\*Please attach evidence of above assignments. Only verifiable assignments will be evaluated.

**B4. -: Separate Design Document, Proposed Plan and Methodologies of Deliverable (including Understanding of the project requirements, Proposed research methodology & design, Approach & project execution plan, project time management plan, proposed quality assurance mechanism & M&E Plan, Risk Management Plan)**

**B5. – Project Management Team Members (Key Experts)****Personnel Summary (Complete for each Team Proposed to be part of the project)**

<b>Name:</b>
--------------

Position (Project)		
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		Job Title & Company	Tasks and achievements
From	To		

**Education:**

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil	
Masters	
Bachelors	

**Publications/Studies:**

Title of Publication	Year of Publication	Name of Journal/Book

**Relevant Projects:**

Title of Project	Duration	Name of Stakeholder	Brief Description of Project	Results of Project

Certification:

Memberships:

Significant measurable professional achievements in last 10 years particularly in areas relevant to assignment.

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## **B6. – Composition of Project Management Team**

Give details of all proposed Project Team including Project Manager, & other relevant team members for the project, and all surveyors/staff to be used in Islamabad, Lahore, Karachi, Peshawar, and Quetta for this assignment.

<b>Sr No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Position/ Organization</b>	<b>No. of years of Experience</b>	<b>Relevance to the Assignment</b>	<b>Role/title in this Project</b>
1						<b>Project Manager, etc.</b>
2						
3						
4						
5						
6						
7						
8						
9						
10						

## **B7. Roles and Responsibilities of Consortium/JV Partners etc.**

### **Applying As:**

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

### **Lead Partner Organization Details:**

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

### **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 Agreement 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**

**C1. Financial Proposal Submission Form**

**C2. Summary of Costs**

## C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite

3<sup>rd</sup> 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](mailto:procurement@ignite.org.pk)

Sir,

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## C2. – Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal (including taxes)	

## Annexure A

### Single 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” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the Technical Proposal in a manner prescribed in advance, without reference to the price and reject any Proposal which do not conform to the specified requirements; Minimum qualification for shortlisting of technical proposals is **70%** marks.
- (vi) During the technical evaluation no amendments in the Technical Proposal shall be permitted;
- (vii) The Financial Proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the Technical Proposal the procuring agency, shall at a time within the bid validity period, publicly open the **Financial Proposals of the technically accepted bids only**. The Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (ix) Weightage of technical and financial evaluation will be **70% and 30%** respectively.  
Financial score will be calculated as follows:  
$$\text{Financial score} = \text{Lowest bid} / \text{Bidder's bid} \times 30\%$$
- (x) The bidder with the highest combined score will be selected.

## Annexure B

### **DRAFT SERVICE AGREEMENT FOR NATIONAL INCUBATION CENTRES (NICs)** **PROJECT REVIEW, EVALUATION & IMPACT ASSESSMENT**

This Service Agreement is made in Islamabad on this \_\_\_\_\_ day of \_\_\_\_\_ of 2021.

#### **Between**

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

And

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

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

#### **RECITALS**

- A. The Service Provider agrees to perform the consultancy services in accordance with the terms described in the RFP which is attached herewith to this Agreement as **Annexure A.**  
**All annexures shall constitute to be integral part of the Agreement.**
- B. All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.

- C. Against the provision of satisfactory and acceptable services the Service Provider shall receive agreed compensation as described in the Payment Disbursement Plan mentioned in the RFP.

## **1 DEFINITIONS AND INTERPRETATIONS**

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

- 1.1** “APPROVED” or “APPROVAL” means approved in writing by the Company and/or the Service Provider.
- 1.2** “SINGULAR AND PLURAL” Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.
- 1.3** “AGREEMENT DOCUMENTS” means the documents listed in Article 5 of this Agreement.
- 1.4** “DAY” means calendar day of the Gregorian calendar.
- 1.5** “DELIVERABLES” means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the Scope of Work of the RFP.
- 1.6** “SERVICES” means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as Annexure A.
- 1.7** “INTELLECTUAL PROPERTY RIGHTS” means all deliverables or reports which arise as a result of the study
- 1.8** “REQUEST FOR PROPOSAL” means the request for proposal dated [insert date] issued by the company for the purpose of this agreement

## **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** When requested and deemed necessary, the Company shall provide the Service Provider in writing a reasonable description of the maintenance required along with any additional information required to complete the task.

- 2.3** The Company shall provide such information for the term of this Agreement as may be required by the Service Provider which is reasonable, practicable and without liability on the part of the Company.

### **3 OBLIGATIONS OF THE SERVICE PROVIDER**

- 3.1** The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 3.2** The Service Provider shall submit invoice for services rendered by it pursuant to this Agreement. The Company after verification shall pay to the Service Provider the amount stated in the invoice within fifteen working days of the receipt of the invoice. In the event of any discrepancy in the invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company. All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 3.3** The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A.
- 3.4** Maintain detailed records of all acts and things 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** Appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Agreement;

- 3.6** 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** Complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8** 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** 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** 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** 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 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 “**Deliverables**”).
- 3.12** Promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of information or by responding to reasonable requests for revisions to the Deliverables.

#### **4 PRIMARY CONTACTS**

The Company shall appoint one (1) individual within the organization to serve as primary contact between the Company and the Service Provider and to receive support.

#### **5 AGREEMENT DOCUMENTS**

The Preamble and the following documents, form an integral part of this Agreement. In case of any conflict between the terms of these documents and provisions of this Agreement, such conflict shall be resolved with reference to the provisions of this Agreement:



- i) The Agreement
- ii) Its attached Annexures  
Annexure A: RFP
- iii) Subsequent Amendments

## **6 EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective from XXX 2021 and shall remain valid for 90 days unless terminated earlier in accordance with the terms of this Agreement. The Agreement can be reviewed for another term after the expiry date on the terms and conditions mutually agreed upon between the Parties subject to the Company giving thirty (30) days advance notice to the Service Provider to that effect.

## **7 CONFIDENTIALITY**

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.

**7.1** 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.

**7.2** Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Agreement and shall be continuing obligations unless the Parties agree to discontinue its effect.

## **8 INTELLECTUAL PROPERTY**

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in the RFP and delivery of Deliverables shall vest in and be the absolute property of the Company.

## **9 TAXES AND DUTIES**

The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and Performance of the Agreement. Withholding tax shall be deducted as per applicable tax laws of Pakistan.

## **10 ASSIGNMENT AND SUB-CONTRACT**

- 10.1** The Service Provider shall not change or assign the Agreement or any part thereof, without the prior written consent of the Company, and such, consent, if given, shall not relieve the Service Provider from any liability or obligation under this Agreement.
- 10.2** The Service Provider shall not sub-contract the whole or any part of the work, without the written consent of the Company, and such consent, if given, shall not relieve the Service Provider from any liability or Obligation under the Agreement and it shall be responsible for the acts, defaults and neglects of any sub-contractor, its agent, defaults, neglects of the Service Provider's servants or workmen.

## **11 PRICES AND PAYMENTS**

- 11.1** The total price of the Agreement including taxes shall be PKR XXXX.
- 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 FBR.

## **12 DURATION OF AGREEMENT**

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of 90 calendar days starting from the Effective Date of Agreement mentioned in Clause 6.

## **13 TERMINATION**

### **Termination for Default**

**13.1** The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Service Provider terminate this Agreement forthwith in whole or in part:

13.1.1 If 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;

13.1.2 If the Service Provider fails to perform any other obligation under the Agreement

13.1.3 If 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.

## **14 Termination for Convenience**

**14.1** The Company may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Service Provider or after payment of proportionate amount of the fee due subject to the satisfactory performance of the Service Provider to be determined by the Company.

## **15 AMENDMENT**

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

## **16 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.

## **17 INDEPENDENT CONTRACTORS**

- 17.1** 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)
- 17.2** Neither the Service Provider nor its employees, agents or representatives shall at any time attempt to act on behalf of the Company to bind any other Party in any manner whatsoever to any obligations.
- 17.3** Neither the Service Provider nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the Company.
- 17.4** Nothing in this Agreement shall be deemed to constitute a partnership or other profit sharing agreement between the Parties.

## **18 SURVIVAL**

All accrued rights of a Party shall survive the expiry or termination of this Agreement as shall all clauses that by their nature are intended to do so, including, without limitation, obligations of Indemnity, Confidentiality and Dispute Resolution.

## **19 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.

## **20 FORCE MAJEURE**

For the purposes of this Agreement “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under this Agreement impossible or so impractical as to be considered impossible under the circumstances. The failure of either Party to fulfil any of its obligations under this Agreement shall not be considered to be breach of or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement and has informed the other Party as soon as possible about occurrence of such an event.

## **21 DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act 1940. The number of arbitrators shall be three (03) unless otherwise mutually agrees by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the

arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed on the Day and Year above written

**Signed for & on behalf of the Company**

**Signed for & on behalf of the Service Provider**

By:

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date: \_\_\_\_/\_\_\_\_/2021

Date: \_\_\_\_/\_\_\_\_/2021

**Witness - 1**

**Witness - 1**

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

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

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

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

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

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

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

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

**Witness - 2**

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

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

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

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

**Witness - 2**

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

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

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

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.**