



REQUEST FOR PROPOSAL

Provision of Services - Hiring of Consultants /Consultancy Firm For Design and Detailed Supervision of Refurbishment of Newly Rented office of IGNITE in Islamabad

No.: IGNITE/ Consultant-Hiring /2020-21/011/Proc

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IGNITE

Ministry of Information Technology & Telecom
Government of Pakistan

Ignite, 6th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad

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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 consortium/Joint Venture (JV)/Partnership, Lead Partner'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 <input checked="" type="checkbox"/> / <input type="checkbox"/>
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>),(If applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column).	
5.	<p>Bid Security in shape of CDR/Demand Draft/Pay Order amounting to PKR. _____/(2% of the total cost of the bid) in favour of Ignite National Technology Fund, must be attached with sealed envelope of technical proposal.</p> <p><i>Note: Non-submission or forgery of any of the above requirements will result into disqualification of proposal</i></p>	
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 list serial number (downloadable from FBR’s website) is also to be mentioned.	
8.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name “Technical Proposal for Provision of Services - Hiring of Consultants /Consultancy Firm For Design and Detailed Supervision of Refurbishment of Newly Rented office of IGNITE in Islamabad”</u></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft Copy in Flash Disk. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical proposal is not a mandatory requirement.</p>	
	<p><u>Envelope #2 shall clearly bear the name “Financial Proposal for “Technical Proposal for Provision of Services - Hiring of Consultants /Consultancy Firm For Design and Detailed Supervision of Refurbishment of Newly Rented office of IGNITE in Islamabad”</u></p> <p>Financial Proposal must be submitted in one hard copy and one soft copy Flash Disk in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p>	

Note: Bidders are required to submit the *filled, signed & stamped copy of the above checklist* along with the proposal.

2 Definitions

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

- a. **“Bidder”** means a firm, agency, party or consortium/JV which will submit proposal in response to this RFP.
- b. **“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.
- c. **“Board”** means the Board of Directors of the Ignite Company.
- d. **“Company”** means the Ignite Company registered under Section 42 of the Companies Ordinance, 1984, with its office at 6th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad, Pakistan.
- e. **“Consortium”** means an association of more than one legal entities, which have come together to jointly respond to the RFP.
- f. **“Date of Issue”** means “the date on which the RFP is issued by the Company to solicit bids from potential bidders for the establishment of the National Incubation Center - Karachi.”
- g. **“Day”** means calendar day.
- h. **“Joint Venture (JV)”** means an enterprise formed by two or more 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.
- i. **“Lead Bidder/Partner”** is the lead entity, in case of consortium, joint venture (JV) or partnership who is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.

- j. ***“Partnership”*** means a general partnership is a form of business entity in which two or more persons engage in business for profit.
- k. ***“Proposal”*** means the entire set of documents consisting of bidder’s Profile, Technical and Financial Proposals submitted by bidder.
- l. ***“Regular Staff”*** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- m. ***“Request for Proposal (RFP)”*** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- n. ***“Successful Bidder”*** means “a bidder who has been awarded the contract pursuant to the RFP and who shall be responsible for providing requisite services.
- o. ***“Terms of Reference”*** (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

3 Ignite (The Company)

The Ignite has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the repealed Companies Ordinance, 1984 (*now Companies Act 2017*) by the Ministry of IT & Telecom, Government of Pakistan (hereinafter referred to as the “Company” and/or “ICT R&D Fund”). The Company is mandated to fund research and development in Information and Communication Technology (ICT) with the vision to transform Pakistan’s economy into knowledge based economy by promoting efficient, sustainable and effective ICT initiatives through synergic development of industrial and academic resources. More details about the Company are available at <http://www.ignite.org.pk>.

4 Instructions for Bidders

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the company. The selection of bidders will be on quality and cost based selection methodology as provided in the bidding document.

5 Solicitation 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 scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding 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 Agreement by the bidder. During negotiations with successful bidder only minor changes proposed by the successful bidder can be made in the attached agreement. Company reserves the right to accept or reject any proposed changes by the successful bidder.

After issuance of letter of acceptance, if successful bidder is not responsive and does not sign the agreement within 10 days, 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 funding agreement, the Company may terminate agreement by providing 01 month written notice to the successful bidder without any further obligation or compensation on the part of the Company.

Bidder shall immediately inform Ignite, any significant change in the information already submitted / provided against this RFP, specially any change in the personnel's whose CVs have been submitted as a part of technical proposal. A failure to meet this obligation may result in consultant's disqualification along with the forfeiture of the deposited bid security.

6 Preparation of Proposal

6.1 Language of the Proposal

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

6.2 Proposal Currency

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

6.3 Period of Validity of Proposal

Proposals shall remain valid for 120 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 bidding firm shall ensure that it provides the Company with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria which has been duly approved by the Board of the Company.

6.5 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

6.6 Proposal Documents

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

Technical Proposal
<p>The Technical Proposal is to consist of the following:</p> <ul style="list-style-type: none">a) Checklist (Mandatory Documents required with the Proposal) – Page 5b) Technical Proposal Submission <i>Form B1</i>c) Firms/Bidders Profile - <i>Form B2</i>d) Relevant Experience of the Firm/Bidder – <i>B3</i>e) Description of the Approach/Methodology and work plan – <i>Form B4</i>f) Composition of Management Team – <i>Form B5</i>g) Team & Members (Principal Architect, Civil Engineer, Electrical Engineer, Interior Designer) - <i>Form B6</i>h) Roles and Responsibilities of Consortium/JV Partners/Partnership – <i>Form B7 (if applicable)</i>

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum ten of their most relevant/similar nature assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.

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

Technical proposal should not contain any financial information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.

Financial Proposal

The Financial Proposal must consist of following:

- a) Financial Proposal submission Form– *Form C1*
- b) Summary of costs – *Form C2*

The Financial Proposal should provide detailed costing related to the requisite services.

6.7 Taxes

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

6.8 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 the 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 One Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)- 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 should respectively 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 shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 7.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 7.5 Bidder is required to submit **one original and one hard copy of Technical Proposal along with all supporting documents.**
- 7.6 One **flash disk** 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. In the event of copying the financial proposal in the flash disk containing Technical Proposal would subject to rejection of proposal.
- 7.7 The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment "**Provision of Services – Hiring of Consultants / Consultancy Firm for Design and Detailed Supervision of Refurbishment of Newly Rented office of IGNITE in Islamabad**" with a warning "**DO NOT OPEN**

WITH THE TECHNICAL PROPOSAL". The envelopes containing the 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 clearly marked "**DO NOT OPEN BEFORE SUBMISSION DEADLINE**". The Ignite shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

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

Title/Position:	Manager Procurement
Telephone:	+92-51-921 5360-5 Ext. 135
Cell:	+92-306-199-1234
Facsimile:	+92-51-921-5366
Email address:	procurement@ignite.org.pk
Official Postal address:	Ignite 6th Floor, HBL Tower, Jinnah Avenue, Blue Area Islamabad, Pakistan

7.9 Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the RFP 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 all of the proposals submitted at any time in accordance with applicable PPRA rules.

7.12 Company shall open the 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.

7.13 Key Activities & Timeline

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

The approximate contract schedule is as follows:

#	ACTIVITY	TIMELINE
1	RFP Issuance	September 25, 2020
2	Deadline for receiving queries / questions	October 02, 2020
3	Response to queries/questions related to RFP	October 06, 2020
4	Proposal Submission Deadline	October 12, 2020
5	Opening of Technical Proposals (in front of bidders present at 6 th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad)	October 12, 2020
6	Opening of Financial Proposals (in front of bidders present at 6 th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad)	TBC
7	Award of Contract	TBC

8 Proposal Evaluation

8.1 From the time the Proposals are opened to the time evaluation report is announced, the 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 the 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 Evaluation of Technical Proposals

9.1 During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 70 out of 100 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 70 marks out of 100 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

S. #	Evaluation Criteria	Points
1	<p>Experience of Consultant (Sole proprietor/Firm/Company)</p> <ul style="list-style-type: none"> • >5 years minimum 6 points up to maximum 10 points • <5 years minimum 0 points up to maximum 5 points <p>(Documentary evidence must be attached with NTN Registration, SECP Certificate etc.)</p>	10
2	<p>Consultancy Methodology / Approach</p> <ul style="list-style-type: none"> • Work Break Down Structure / Activities Schedule involved in consultancy assignment (GANTT CHART/BAR CHART) (10 Marks) • Resource Plan of consultancy assignment (5 Marks) • Supervision plan (10 Marks) • Reporting Plan (05 Marks) 	30
3	<p>6 Similar Projects (Refurbishment) in last 05 years with Government Organizations & Private Sector (At least 1 project of over or above 5,000 sq. ft. covered area)</p> <ul style="list-style-type: none"> • Covered Area • Scope of consultancy (architecture design, interior design, supervision) • Volume of Project in PKR • Client Name <p>(Maximum 05 marks for each project)</p> <p>(Documentary evidence must be attached)</p>	30
4	<p>Presentation on proposed methodology</p> <p>(Marks shall be given based on understanding of consultancy assignment)</p>	20
5	<p>Key Staff</p> <ul style="list-style-type: none"> • 1 x Principal Architect Bachelor's in Architecture = 2.5 points • 1 x Civil Engineer Bachelor's in Civil Engineering = 2.5 points DAE in Civil Engineering = 1.5 points • 1 x Electrical Engineer Bachelor's in Electrical Engineering = 2.5 points DAE in Electrical Engineering = 1.5 points • 1 x Interior Designer Bachelor's Interior Designing = 2.5 points 	10

	Grand Total	100
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Note: *It is the responsibility of the bidders to ensure provision of sufficient documents to the company, along with the proposal, to evaluate the bids solely on the basis of the documentation submitted.*

10 Financial Proposals

10.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time and location for opening the 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 bidder sufficient time to make arrangements for attending the Financial opening.

10.2 Before opening of financial bid, technical score of qualified bidder shall be read aloud during financial bid opening session.

10.3 The Evaluation Committee shall evaluate the financial proposal. If in case any discrepancy arises between the "**total**" amount and the partial amount, or if it arises between a "**word**" and figures, the former amongst the two shall prevail. All activities and items mentioned in the Technical Proposal shall be assumed to be included in the prices of other activities or items, irrespective of them being not individually priced.

10.4 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 Management Team

12.1 The successful bidder is bound to provide the services of the professional staff proposed in technical proposal. In case of non-availability of any proposed professional staff during the contract period, 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.

12.2 No member of Management Team including Project Leader 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 the 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 time of 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 shall not be recruited 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 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 with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- 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.

16.2The Company will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Company may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.

16.3The 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

17.1The bidder can request a clarification in 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 and may place responses on the Company’s website under FAQ’s for understanding of all potential bidders after October 06, 2020.

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 uploaded at PPRA & Company web site, and revised RFP document will be uploaded on Company's Website and PPRA web site.

PART B - TERMS OF REFERENCE

18 Overview of Proposal

Ignite intends to establish its office at rented premises at 3rd floor (having an area of approximately 15,328 sq. Ft) of TF Complex, Plot No. 7, G-9/4, Mauve Area, Islamabad. The office design should be based on modern designs, best architectural/civil engineering practices and techniques.

Consultants/Consultancy Firm are invited to submit their technical & financial proposals for the consultancy assignment as per bidding document. The scope of consultancy assignment includes but not limited to designing (interior decoration, flooring, furniture & fixture, workstations, electrical & plumbing work, voice & data, etc.), BoQ formulation, estimation and assisting Ignite-Company in hiring of the contractor for the implementation of approved design and end to end supervision of the implementation phase.

19 Technical Approach & Methodology

The written material on Approach and Methodology is the reflection of the Consultants/ Consultancy Firm's knowledge, experience and expertise in relevant field. Technical approach & methodology should clearly deliberate the Consultants/ Consultancy Firm's line of action to perform the specific job as per given scope of work.

The Consultants/ Consultancy Firm Methodology may include other parameters and innovativeness as to how the Consultants/ Consultancy Firm intend to address the issues with the state-of-the-art technology, if they are considered for the award of the work.

20 Workplan, Organization & Staffing

In this section Consultants/ Consultancy Firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed Work Plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of final documents, including reports, drawings and tables to be delivered as final output, should be included herein.

Consultants/ Consultancy Firm should propose the structure and composition of team. Consultants/ Consultancy Firm should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

21 Terms of Reference

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

21.1 Services

The Consultants/ Consultancy Firm shall be required to carry out following Services in respect of the project:

- a) Preparation of architectural layout & design.
- b) Preparation of interior designing, furnishing & finishing plan.
- c) Preparation of BOQ with specifications & cost estimates.
- d) Preparation of technical specifications of material & finishes including furniture. Input regarding the soft & hard furnishing / finishing like tiles, blinds etc. at the floor.
- e) Approval of the plan by concerned authorities.
- f) Preparation of tender documents, including but not limited to, RFP, TORs and Draft Contract to be executed with the contractor.
- g) Assisting Ignite in hiring of the contractor for the execution of approved design of refurbishment and its detailed supervision as per approved methodology.
 - a) To assist Ignite, if required, in the technical evaluation of the bids submitted by the contractors.
 - b) To assist Ignite, if required, in the selection of the contractor.
 - c) To assist Ignite, if required, in the preparation of the contract documents.
 - d) To assist Ignite, if required, in the coordination of the contractor with the client.
 - e) To assist Ignite, if required, in the monitoring and control of the contractor's performance.
 - f) To assist Ignite, if required, in the reporting of the contractor's performance.
 - g) To assist Ignite, if required, in the resolution of any disputes between the contractor and the client.
 - h) To assist Ignite, if required, in the completion of the project.
 - i) To assist Ignite, if required, in the handover of the project to the client.
 - j) To assist Ignite, if required, in the closure of the project.
- h) Coordination of overall construction activities including coordination with contractor and to ensure the authenticity and veracity if the suppliers submitted by contractors.
- i) Scheduling, process control, safety and risk management.
- j) Conduct quality and safety checks on ongoing work activities.

- k) Preparation of weekly and monthly progress reports.

21.2 Information required for evaluation

Consultants/Consultancy Firms are required to provide following information as per specified format included in this document: -

- a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm.
- b. General experience (Sole Proprietor/Firm/Company).
- c. Relevant experience of Architectural, Structural & other facilities design and supervision of consultancy projects of similar nature mentioning name of the client, square feet of project site as mentioned in **Form B3-1** of this document.
- d. Composition of Management Team & Team & Members qualification of key staff as mentioned in **Form B5 & B6** of this document.
- e. Work Break Down Structure / Activities Schedule involved in consultancy assignment as per format provided in **Form B4.**
- f. Resource Plan of consultancy assignment as per format provided in **Form B4.**
- g. Supervision Plan as per format provided in **Form B4.**
- h. Reporting Plan as per format provided in **Form B4.**
- i. Presentation to Ignite-Company on proposed methodology as mentioned in evaluation criteria.
- j. Consultants/Consultancy Firms should respond to all requirements & provide complete information as advised in this document. Any lapses in provision of essential information or failure to comply with the specified format of this document may result in disqualification of the consultants/consultancy firm.
- k. Ignite-Company reserves the right to verify the documentation submitted by Consultants/Consultancy Firms and shall disqualify as Consultants/Consultancy Firms if it finds, at any time, that the information submitted by consultants/consultancy firm is false and inaccurate or deliberately left incomplete.

- l. Consultants/Consultancy Firms will be informed, in due course, of the result of technical qualification process.
- m. Once selected as consultant, the consultant or any of its partners/affiliates shall not be eligible to participate as contractor in construction phase of the project.

22 Responsibility Framework

The Services shall be required as per the following plan:

<i>Description</i>	<i>Qty</i>	<i>Tentative size/requirement</i>
<i>CEO Office</i>	<i>1</i>	<i>200 Sq. ft</i>
<i>GM's offices</i>	<i>5</i>	<i>150 Sq. ft</i>
<i>Conference Room 1</i>	<i>1</i>	<i>22 chairs capacity</i>
<i>Manager Rooms</i>	<i>23</i>	<i>1 working chair & Table & Two visitor chairs</i>
<i>Kitchen</i>	<i>1</i>	<i>64 Sq. ft</i>
<i>Dining area</i>	<i>1</i>	<i>20 chairs capacity</i>
<i>Multipurpose room for ladies (Prayer area, Day care)</i>	<i>1</i>	<i>140 Sq. ft</i>
<i>Discussion areas</i>	<i>1</i>	<i>5 chairs capacity</i>
<i>Waiting area for guests</i>	<i>1</i>	<i>10 chairs / sofas capacity</i>
<i>Reception</i>	<i>1</i>	<i>Reception table</i>
<i>Record room</i>	<i>1</i>	<i>File Storage of all departments</i>
<i>Store</i>	<i>1</i>	<i>Storage for assets & inventory</i>
<i>Server Room</i>	<i>1</i>	<i>180 sq. Ft</i>
<i>Accounts Room</i>	<i>1</i>	<i>2 chairs capacity with provision of safe & file storage</i>

<i>Room for Support staff</i>	<i>1</i>	<i>10 chairs capacity</i>
<i>Workstations</i>	<i>50</i>	<i>Locking storage, file keeping space, cable management</i>

Following infrastructure shall be required at floor;

- a. Workstations / Furniture & Fixture*
- b. All Electrical work*
- c. All Plumbing working & drainage system.*
- d. Paint work*
- e. IT network*
- f. Exchange network*
- g. Backup Power*
- h. Firefighting & CCTV*
- i. Lighting*
- j. Ceiling*
- k. Wood, Glass & Aluminum work*
- l. Flooring, walls and etc.*
- m. Washroom Renovation*

Ignite requires consultancy services from the selected Consultants/Consultancy Firm as per following details:

1. Preparation of architectural layout & design.
2. Preparation of Interior designing, furnishing & finishing plan.
3. Preparation of BOQ with specifications & cost estimates.
4. Preparation of Technical specs of the material & finishes including furniture. Input regarding the soft & hard furnishing / finishing like ceiling tiles, blinds etc. at the floor.
5. Approval of the plan by Ignite concerned authorities.
6. Assisting Ignite in hiring of the contractor for the execution of approved design of refurbishment and its detailed supervision as per approved methodology.
7. To assist Ignite, if required, in the technical evaluation of the bids submitted by the contractors (if required).

8. Coordination of overall construction activities including coordination with contractor and to ensure the authenticity and veracity of the supplies submitted by contractors.
9. Scheduling, process control, safety and risk management.
10. Conduct quality and safety checks on ongoing work activities.
11. Preparation of weekly and monthly progress reports.
12. Preparation of tender documents, assisting Ignite in hiring of the contractor based on approved design for implementation of refurbishment and its detailed supervision.

Following are objectives of consultancy services.

- a) The office design should be as per the modern concept and techniques
- b) The office design should be comfortable for the Ignite staff.
- c) It should be well ventilated.
- d) Office design should be energy efficient & should have best space utilization.
- e) Office design should be barrier free for special persons.
- f) Quality of service.
- g) Value for money.

22.2 Phase – 1 of Consultancy (Design Phase)

Phase-1 shall start after taking inputs of Ignite shall be completed within 15days after signing of contract which shall include but not limited to the following:

1. Designing shall include all spaces as mentioned in section 22.
2. Consultants/ Consultancy Firm shall submit three design proposals.
3. Plan and design the work of interior decoration and designing, soft and hard furnishing fulfilling the best standards and by employing qualified designers.
4. Designing infrastructure like electrical, ICT and Exchange networking.
5. Design and layout of workstations, furniture and furnishing etc.
6. Design of ceiling & flooring plan.
7. Design of signage & labeling at the floor. (Ignite logo, signboards, designations)

etc.)

8. Preparation of complete project itemized BoQ for three quality grades estimates as per following format for illustration purpose only.

Item(s)	Prices in PKR			
	Quantity	Grade-A	Grade-B	Grade-C
Electrical				
Electrical item 1				
Electrical item 2				
Electrical item 3				
Item(s)	Prices in PKR			
	Quantity	Grade-A	Grade-B	Grade-C
False Ceiling				
False Ceiling item 1				
False Ceiling item 2				
False Ceiling item 3				
Item(s)	Prices in PKR			
	Quantity	Grade-A	Grade-B	Grade-C
Floor Tiles				
Floor Tiles item 1				
Floor Tiles item 2				
Floor Tiles item 3				

9. Preparation of detailed working drawings, ToRs of contract and technical specifications for hiring of contractor for design execution phase.
10. Assisting Ignite in hiring the contractor for design execution phase. (if required)

22.3 Phase –II of Consultancy **(Supervision)**

1. The Consultants/ Consultancy Firm shall, as per Ignite agreement with the contractor(s), supervise renovation works with the best professional and consulting standards to ensure that the building is being renovated as per design & best engineering practices.
2. The Consultants/ Consultancy Firm shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements (measurement book), approval of works, variation work etc.
3. To assist Ignite in drafting and preparation of tender documents, including but not limited to, RFP, TORs and Draft Contract to be executed with the contractor.
4. To help Ignite, if required, in the technical evaluation of the bids submitted by the contractors
5. Verification of Contractor bills for payment by Ignite.
6. Assist in liaison between the Client and Contractor.
7. Review and approve “As Built” drawings prepared by the Contractor.
8. The Consultants/ Consultancy Firm shall carry out the detailed final inspection of work & remove snags and shall recommend to Ignite-Company for issuance of completion certificate stating that work has been completed as per design, drawings, standard specifications, contract agreement and tender document meeting the best civil / architectural practices.

23 Tenure

Fifteen days from award of Contract (Phase – 1)

24 Bid Price

The Consultants/ Consultancy Firm shall quote a single total lump sum price for provision of design as well as detailed supervision services as per attached **Form C2**

25 Payment Plan

Payment for required infrastructure development will be made as per the Payment Plan agreed with the Successful Bidder.

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

The Consultants/ Consultancy Firm shall be required to complete the assignment and receive the payments as per following schedule: -

Phase	Description	Payment release %
Phase -1	Complete detailed drawing, design, BoQ & Estimation	50% <i>(payment shall be released upon successful completion (approval of documentation from competent authority) of Phase-1 within 20 working days after signing of contract)</i>
Phase -2	100% completion of Project	50% <i>(upon issuance of work completion certificate to contractor)</i>

26 Financial Instruments

1. Bid Security in shape of CDR/Demand Draft/Pay Order amounting to PKR. _____/- (2% of the total cost of the bid) with ninety (90) days validity, in favor of Ignite National Technology Fund, shall be enclosed with technical proposal.
2. The bid security of technically disqualified Consultants/ Consultancy Firm shall be released within fifteen (15) working days from their disqualification.
3. The bid securities of unsuccessful Consultants/ Consultancy Firm will be returned within fifteen (15) working days of signing the contract with qualified Consultant.
4. The Bid Security may be forfeited:
 - i. If the Consultants/ Consultancy Firm withdraws the bid during the period of bid validity
 - ii. In the case where a successful Consultant/ Consultancy Firm fails to sign the contract
5. Bid security of the successful Consultants/ Consultancy Firm shall be retained till submission of performance guarantee.
6. Performance Guarantee equivalent to ten [10] % of the signed value of Agreement in shape of Bank Guarantee shall be submitted by the successful Consultants/ Consultancy Firm, which shall remain valid for a period of six (06) months or for any other extended period, as the case may be, and shall be released after successful completion of Phase-II of consultancy services and upon issuance of work completion certificate by Ignite.
7. In case of non-submission by the Consultants/ Consultancy Firm within the stipulated time as mentioned in Letter of Intent (LoI), Ignite shall proceed accordingly.
8. Consultants/ Consultancy Firm shall mention the amount in financial proposal/Quotations as per Annex-H, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws of the Govt. of Pakistan. Any increase

or decrease in rate of sales tax (only) applicable at the time of payment release, shall be further added or adjusted, as the case may be, in total contract price.

9. Withholding tax shall be deducted as per tax rates applicable for the tax year in which payments are made to the Consultants/ Consultancy Firm.

10. Sales tax shall be deducted and deposited in federal treasury as per applicable laws.

11. The proposals shall remain valid for period of 90 days from the date of submission.

27 Penalty

In case Phase-1 is not completed within the stipulated time period due to reasons ascribable to the Consultants/ Consultancy Firm, a penalty of 0.5 percent per day of the total consultancy fee will be imposed, maximum up to 20 percent. Delay period due to reasons beyond the control of Consultants/ Consultancy Firm will not be considered as delay.

28 Force Majeure

1. For the purposes of this Agreement, “Force Majeure Event” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2. Force Majeure shall not include:

a. Any event which is caused by the negligence or intentional action of a Party;

- b. Any event which a diligent and responsible Party could reasonably foresee and take into account at the time of the initiation of this Agreement and avoid or overcome in the carrying out of its obligations.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
4. Force Majeure period, whenever involved, will be added in the given timelines of the project and this Agreement shall be amended accordingly.
5. The Consultants/ Consultancy Firm shall not be liable for forfeiture of its Performance Guarantee, imposition of Liquidated Damages or termination, if and to the extent only that, it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.
6. It shall be the sole responsibility of the Party claiming Force Majeure to provide appropriate and relevant evidence in support of its Force Majeure claim.

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

Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

B3-1. General Experience of the Bidder

B4. Description of the Approach/Methodology and work plan

B5. Composition of Management Team

B6. Team and Members (Summary)

B7. Roles & Responsibilities of Consortium / Joint Venture Partners

B1. Technical Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite

6th Floor, HBL Tower

Islamabad, Pakistan

Tel: +92-51- 921-5360-65

Cell:+92-306-199-1234

Fax: +92-51- 921-5366

Email: procurement@ignite.org.pk

Sir,

We, the undersigned hereby apply to be Consultants/ Consultancy Firm for the “Services” bearing RFP No.----. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope. We have reviewed and fully understood all the information provided by Ignite.

Ignite and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

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 120 calendar days from the date of advertisement.

Ignite and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

Ignite reserves the right to verify any or all the information submitted by the bidder.

The undersigned declare that the statements made, and the information provided in the duly completed application are complete, true, and correct in every detail

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. Firms/Bidders Profile

S #	Criteria	
1	<p>Profile of the agency:</p> <ul style="list-style-type: none"> i. Registered age of Company ii. Names of Managers/ Owners/ CEO/ Directors/ Partners 	
2	<ul style="list-style-type: none"> i. Location of agency office/sub office ii. Number of branches iii. Number of relevant employees including their Names & Designations, Contact Numbers & Branch contact numbers 	
3	<p>Financial Position</p> <ul style="list-style-type: none"> 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) 	

B3. Relevant Experience of the firm/bidder

*List of Companies with the contact details should be attached with the respective valuation.

B3-1. – General Experience of the bidder

To be filled in by Consultants/ Consultancy Firm	
1	Name of the Project
2	Name of Client & Address
3	Project Address
4	Covered Area of the project (at least 5000 sq. ft)
5	Value of Consultancy Services provided
6	Nature of the Consultancy provided i.e. architectural design, interior design, supervision etc.
7	Role of the Consultants/ Consultancy Firm i.e. as lead consultant or part of consortium etc.
8	Date of contract award to the Consultants/ Consultancy Firm
9	Date of completion/expected date of Completion of the project.
10	If there are any delays in project? What were the reasons and project cost over runs?*
11	Any other detail/information*

B4. – Description of the Approach/Methodology and Work Plan

The approach / Methodology, Work Plan may include following but not limited to:

1. Activity Schedule

Items of Work/Activities	Weekly Program from date of assignment															
	1	2	3	4	5	6	7	8	9							

2. Resource Plan of Consultancy Phase 1 & 2

a. Please provide list here

3. Supervision Plan

- a. Please provide details here

4. Reports

- a. Name of report & Frequency

B5 – Composition of Management Team

#	Designation	No. of years of Experience	Relevance to the Assignment	Role in this Project
1				
2				
3				
4				
5				
6				
7				
8				
9				

B6 – Team and Members (Principal Architect, Civil Engineer, Electrical Engineer, Interior Designer)

#	Name	Qualification	Position/ Organization	No. of years of Experience	Relevance to the Assignment	Role in this Project
1						
2						
3						
4						
5						
6						
7						
8						
9						

B7. Roles and Responsibilities of Consortium/JV Partners/Partnership etc.

Applying As:

- Separate Legal Entity
- Consortium (Please attach relevant document)
- Joint Venture (Please attach relevant document)
- Partnership (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 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

6th Floor, HBL Tower, Jinnah Avenue

Blue Area, Islamabad, Pakistan

Tel: +92-51- 921-5360-65

Cell:+92-306-199-1234

Fax: +92-51- 921-5366

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for development of **XXXX** 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.

Ignite and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested

by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

1. Ignite and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

Ignite reserves the right to verify any or all the information submitted by the bidder. The undersigned declare that the statements made, and the information provided in the duly completed application are complete, true, and correct in every detail

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C2. – Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

Annexure A

One Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

Single stage - Two envelope procedure:

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

DRAFT AGREEMENT

BETWEEN

THE IGNITE, ISLAMABAD

AND

[PLEASE INSERT NAME]

Dated _____

CONSULTANCY AGREEMENT

THIS Consultancy Agreement (the “**Agreement**”) for hiring of services of Consultants/ Consultancy Firm for designing, drawing and end to end supervision of establishing Ignite Corporate Office is made on _____ day of _____, 2020, (the “**Effective Date**”)

By and Between,

Ignite National Technology Fund, a company incorporated under section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017) having its registered office at 6th Floor, HBL Tower, Jinnah Avenue, Islamabad (hereinafter referred to as “Ignite” which expression shall where the context so allows include its successors-in-interest, executors, administrators, and permitted assigns) of the One Part;

And

On the other hand, (Name of Company), Office (hereinafter referred to as “**Consultants/ Consultancy Firm**”), Legal Status, Address _____ which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part;

(The Parties may hereinafter be referred to individually as the “Party”, and collectively referred to as the “Parties” as and when the context of this Agreement so requires).

WHEREAS

Ignite intends to establish its corporate office on recently hired 3rd Floor (having an area of approximately 15328 sq. ft) of Telecom Foundation (TF) Complex, G – 9/4, Islamabad (Hereinafter referred to as “**Project Area**”).

Ignite intends to procure the services of Consultants/ Consultancy Firm for hiring of designing, drawing and end to end supervision of establishing its office (Hereinafter referred to as “**Services**”) as per modern designs, best architectural/civil engineering practices and techniques.

Consultants/ Consultancy Firm is engaged in the business of rendering the desired Services to various companies/clients and hereby expresses its ability and willingness to provide top quality services in connection with designing, drawing and carrying out end to end supervision of the establishment of Ignite office in accordance with terms and conditions set forth in this Agreement;

Consultants/ Consultancy Firm undertakes that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals, and that it has the requisite expertise and resources to provide top quality of requisite works as per RFP/TORs to Ignite in accordance with highest industry standards and to the satisfaction of the Ignite.

The Consultants/ Consultancy Firm further undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promises 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 hereto agree as follows:

1. Term & Commencement:

- 1.1 The initial term of this Agreement shall be for nine (9) months starting from __ day of __, 2020, (the “**Effective Date**”) unless earlier terminated under the provisions hereof. Any extension in the term of Agreement will be subject to mutual consent of both the Parties.
- 1.2 In case of failure of the Consultants/ Consultancy Firm to provide Services within the term of the Agreement, Ignite shall be entitled to deduct any amount payable to the Consultants/ Consultancy Firm and assign the work to any other Consultants/ Consultancy Firm at its discretion.

2. Agreement Documents:

- 2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning as defined in the Agreement and documents. The following

documents shall be deemed to form, and be read and construed as, part of this Agreement:

- (i) Expression of Interest (EOI)
- (ii) Request for Proposal (RFP)
- (iii) Terms of Reference (TORs)
- (iv) Technical and Financial Proposal
- (v) Letter of Intent (LoI) and Letter of Acceptance (LoA)
- (vi) Performance Guarantee (PG)
- (vii) Bid clarification (Communication/correspondence between Parties)

3. Scope of Consultancy Services:

3.1 The Consultants/ Consultancy Firm shall be required to carry out following Services in respect of the project:

- l) Preparation of architectural layout & design.
- m) Preparation of interior designing, furnishing & finishing plan.
- n) Preparation of BOQ with specifications & cost estimates.
- o) Preparation of technical specifications of material & finishes including furniture. Input regarding the soft & hard furnishing / finishing like tiles, blinds etc. at the floor.
- p) Approval of the plan by concerned authorities.
- q) Preparation of tender documents, including but not limited to, RFP, TORs and Draft Contract to be executed with the contractor.
- r) Assisting Ignite in hiring of the contractor for the execution of approved design of refurbishment and its detailed supervision as per approved methodology.
- b) To assist Ignite, if required, in the technical evaluation of the bids submitted by the contractors.
- s) Coordination of overall construction activities including coordination with contractor and to ensure the authenticity and veracity if the suppliers submitted by contractors.

- t) Scheduling, process control, safety and risk management.
- u) Conduct quality and safety checks on ongoing work activities.
- v) Preparation of weekly and monthly progress reports.

3.2 The Consultants/ Consultancy Firm shall ensure performance of all Services referred in Clause 3.1 (*Scope of Consultancy Services*) as per the following plan:

<i>Description</i>	<i>Qty</i>	<i>Tentative size/requirement</i>
<i>CEO Office</i>	<i>1</i>	<i>200 Sq. ft</i>
<i>GM's offices</i>	<i>5</i>	<i>150 Sq. ft</i>
<i>Conference Room 1</i>	<i>1</i>	<i>22 chairs capacity</i>
<i>Manager Rooms</i>	<i>23</i>	<i>1 working chair & Table & Two visitor chairs</i>
<i>Kitchen</i>	<i>1</i>	<i>64 Sq. ft</i>
<i>Dining area</i>	<i>1</i>	<i>20 chairs capacity</i>
<i>Multipurpose room for ladies (Prayer area, Day care)</i>	<i>1</i>	<i>140 Sq. ft</i>
<i>Discussion areas</i>	<i>1</i>	<i>5 chairs capacity</i>
<i>Waiting area for guests</i>	<i>1</i>	<i>10 chairs / sofas capacity</i>
<i>Reception</i>	<i>1</i>	<i>Reception table</i>
<i>Record room</i>	<i>1</i>	<i>File Storage of all departments</i>
<i>Store</i>	<i>1</i>	<i>Storage for assets & inventory</i>
<i>Server Room</i>	<i>1</i>	<i>180 sq. Ft</i>
<i>Accounts Room</i>	<i>1</i>	<i>2 chairs capacity with provision of safe & file storage</i>
<i>Room for Support staff</i>	<i>1</i>	<i>10 chairs capacity</i>

<i>Workstations</i>	<i>50</i>	<i>Locking storage, file keeping space, cable management</i>
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3.3 **The Consultants/ Consultancy Firm shall ensure the design and layout plan for installation and commissioning of following infrastructure at Project Area:**

- a) Workstations / Furniture & Fixture*
- b) All Electrical work*
- c) All Plumbing working & drainage system.*
- d) Paint work*
- e) IT network*
- f) Exchange network*
- g) Backup Power*
- h) Firefighting & CCTV*
- i) Lighting*
- j) Ceiling*
- k) Wood, Glass & Aluminum work*
- l) Flooring, walls and etc.*
- m) Washroom Renovation*

3.4 The Services shall be performed in two phases which are as under:

A. Phase – I (Design Phase)

The Consultants/ Consultancy Firm shall deliver following Services in Phase - I after taking inputs of Ignite and shall complete Phase – I within twenty (20) days of the Effective Date:

- a) Designing shall include all spaces as mentioned in Clause 3.2 & 3.3.
- b) Consultants/ Consultancy Firm shall submit three design proposals.
- c) Plan and design the work of interior decoration and designing, soft and hard furnishing meeting the best standards and by deploying qualified designers.
- d) Designing infrastructure like electrical, data & voice cabling.
- e) Fire protection & fighting measures.
- f) Design and layout of offices (CEO, GMs & Managers) and workstations, furniture and furnishing etc.

- g) Design of ceiling & flooring plan.
- h) Design of signage & labeling at the floor. (Ignite logo, signboards, designations etc.)
- i) Preparation of complete project itemized BoQ for three quality grades estimates as per following format:

		Prices in PKR		
Item	Quantity	Grade-A	Grade-B	Grade-C

- j) Preparation of detailed working drawings, ToRs of contract and technical specifications for hiring of contractor for design execution phase.
- k) Assisting Ignite in hiring the contractor for design execution phase.

B. Phase – II (Supervision Phase)

- c) To assist Ignite in drafting and preparation of tender documents, including but not limited to, RFP, ToRs and Draft Contract to be executed with the contractor.
- d) To help Ignite, if required, in the technical evaluation of the bids submitted by the contractors.
- e) Verification of Contractor bills for payment by Ignite.
- f) Assist in liaison between the Client and Contractor.
- g) Review and approve “As Built” drawings prepared by the Contractor.

- h) The Consultants/ Consultancy Firm shall, as per Ignite agreement with the contractor(s), supervise renovation works with the best professional and consulting standards to ensure that the building is being renovated as per design & best engineering practices.
- i) The Consultants/ Consultancy Firm shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements (measurement book), approval of works, variation work etc.
- j) The Consultants/ Consultancy Firm shall carry out detailed final inspection of the work & remove snags and shall recommend to Ignite for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications, agreement and tender document meeting the best civil / architectural practices.

3.5 Ignite shall issue work completion certificate to the Consultants/ Consultancy Firm upon satisfactory performance and execution of Services as per the satisfaction of Ignite and in accordance with specifications laid down in this Agreement and documents attached herewith as annexures.

3.6 If performance of Services is found to be marginal or unsatisfactory under any Phase or as required under Clause 3.4, the Consultants/ Consultancy Firm shall either itself or through contractor shall perform such Services in such manner as may be directed by Ignite. Any such re-performance of Services shall be exclusively at the cost of the Consultants/ Consultancy Firm. Provided that, Ignite shall not issue work completion certificate till all such shortcomings are rectified.

4. Termination:

4.1 Notwithstanding anything herein contained in this Agreement, Ignite shall be exclusively entitled to terminate this Agreement:

- a) without advance notice, in case the Consultants/ Consultancy Firm is in breach of any of the terms of this Agreement, or in case Ignite is not satisfied with the Services;
- b) Without cause, by giving seven (07) days advance written notice to the Consultants/ Consultancy Firm.

- c) If Services do not meet the specifications, quality, terms & conditions set forth in this Agreement and attached annexures. In case of such termination, the Consultants/ Consultancy Firm shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period falling after the date of termination shall be refunded by the Consultants/ Consultancy Firm within seven (07) days.

Ignite, shall not, because of expiration or premature termination of this Agreement, be liable to the Consultants/ Consultancy Firm for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred.

5. Payment Terms & Liquidated Damages:

5.1 In consideration of performance of the Services by Consultants/ Consultancy Firm Ignite shall make payments to the Consultants/ Consultancy Firm in accordance with following payment schedule:

Phase	Description	Payment release %
Phase -1	Complete detailed drawing, design, BoQ & Estimation	50% <i>(payment shall be released upon successful completion (approval of documentation from competent authority) of Phase-1 within 20 working days after signing of contract)</i>
Phase -2	100% completion of Project	50% <i>(upon issuance of work completion certificate to contractor)</i>

5.2 The Consultants/ Consultancy Firm shall complete Phase-I of Services within twenty (20) days of the Effective Date.

5.3 In case Phase-I is not completed within stipulated time period due to reasons

attributable to the Consultants/ Consultancy Firm, a penalty in the form of Liquidated Damages of [0.5%] percent per day of the total consultancy fee will be imposed, up to a maximum of twenty [20%] percent. Delay due to reasons beyond the control of Consultants/ Consultancy Firm will not be considered as delay.

6. Invoice & Applicable Taxes:

- 6.1 The Consultants/ Consultancy Firm shall submit its invoice as per the payment schedule and inclusive of all applicable taxes.
- 6.2 Withholding tax shall be deducted as per tax rates applicable for the tax year in which payments are made to the Consultants/ Consultancy Firm.
- 6.3 The Consultants/ Consultancy Firm shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including, GST, duties, license fees, insurance, freight charges, local transportation, handling and other incidental charges etc., incurred or accrued until the completion of term of the Agreement.
- 6.4 Any increase or decrease in the rates of sales tax applicable at the time of payment shall be to the cost and the benefit of the Ignite and shall be further added or adjusted, as the case may be, in total Agreement price.
- 6.5 Sales tax shall be deducted and deposited in federal treasury as per applicable laws.
- 6.6 The Consultants/ Consultancy Firm shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers or subcontractors who shall be deputed for the Services.
- 6.7 The Consultants/ Consultancy Firm and its staff /employees shall be bound to obey safety rules and other regulations prescribed by relevant government authorities. Any losses/damages suffered by Ignite due to omission on the part of the Consultants/ Consultancy Firm, his staff/employees to abide by this condition shall be the sole liability of the Consultants/ Consultancy Firm and it may result in termination of the Agreement by Ignite at its sole discretion.

7. Performance Guarantee:

- 7.1 Performance Guarantee equivalent to ten [10] % of the signed value of Agreement in shape of Bank Guarantee submitted by the Consultants/ Consultancy Firm shall remain valid for a period of nine (9) months or for any other extended period, as the case may be, which shall

be released after successful completion of Phase-II of consultancy services and upon issuance of work completion certificate by Ignite.

- 7.2 Ignite shall have the sole and absolute right to in-cash the Performance Guarantee without any prior notice to the Consultants/ Consultancy Firm in the event of any breach, failure, non-compliance or delay in the performance of the Agreement, partial or whole.

8. Confidentiality:

- 8.1 The Consultants/ Consultancy Firm, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant and his personnel, agents etc. by or behalf of Ignite or which otherwise came/come into its/his/their knowledge and relates to Ignite or any of its project.
- 8.2 [The provisions of this Clause relating to confidentially shall survive the termination/expiry of this Agreement for a period of Two \(02\) years from the date of the termination/expiry of this Agreement](#)

9. Indemnification:

- 9.1 The Consultants/ Consultancy Firm shall indemnify and hold harmless Ignite, its CEO, Directors, Officers, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of:
- (i) Any negligence or intentional act or omission by the Consultants/ Consultancy Firm or his employees, personal , agents, etc. in connection with the Agreement, or
 - (ii) Arising out of or in connection with the performance of his obligations under this Agreement.

10. Resolution of Disputes:

- 10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to:

- i. The Parties shall attempt to settle any dispute, controversy or claim arising out of this Agreement through consultation and negotiation in good faith and in the spirit of mutual co-operation in an expedient manner.

If the said negotiation or consultation proves fruitless, every dispute or difference which may at any time arise between the Parties arising out of or in connection to this Agreement or the subject matter thereof, shall be settled through arbitration.

(ii) If the said negotiation or consultation proves fruitless, every dispute or difference which may at any time arise between the Parties arising out of or in connection to this Agreement or the subject matter thereof, shall be settled through arbitration. Each party may refer the dispute to Arbitration under the provisions of Arbitration Act, 1940 and the rules made thereunder, at Islamabad, Pakistan.

11. **Force Majeure Event:**

11.1 For the purposes of this Agreement, “**Force Majeure Event**” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

11.2 Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party;
- b) Any event which a diligent and responsible Party could reasonably anticipate and take into account at the time of the initiation of this Agreement and avoid or overcome in the carrying out of its obligations.

11.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required.

11.4 Force Majeure period, whenever involved, will be added in the given timelines of the project and this Agreement shall be amended accordingly.

11.5 The Consultants/ Consultancy Firm shall not be liable for forfeiture of its Performance Guarantee, imposition of Liquidated Damages or termination, if and to the extent only that, it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

11.6 It shall be the sole responsibility of the Party claiming Force Majeure to provide appropriate and relevant evidence in support of its Force Majeure claim.

12. Governing Law:

12.1 The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan. The courts at Islamabad Pakistan shall have the exclusive jurisdiction in respect of disputes arising hereunder.

13. Waiver:

13.1 A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Notices:

14.1 Any notice, request demand, statement, call, question, intimation, reference, or other communication required for execution of this Agreement shall be made in writing and shall be directed by courier service or to the email address of the Parties as follows:

IGNITE

Mr. Usman Bin Tahir

Manager Procurement,

Ignite National Technology Fund

6th Floor, HBL Tower

Jinnah Avenue, Islamabad

Telephone: 051-921360-65 Ext: 135

Email: procurement@ignite.org.pk

Consultant

Mr. _____

(Consultant Name)

(Consultant Address)

Email:

14.2 Notices shall be deemed to be served when received by the addressee.

15. Severability:

15.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Amendment:

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

17. Counterparts:

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto set their hands the day, month and year first above written.

FOR AND BEHALF OF

THE CONSULTANTS/

CONSULTANCY FIRM

FOR AND BEHALF OF IGNITE

Signature: _____

Name: _____

Designation: _____

Signature: _____

Name: _____

Designation: **Chief Executive Officer**

WITNESSES

Name: _____

Title: _____

CNIC: _____

Name: _____

Title: _____

CNIC: _____

Name: _____

Title: _____

CNIC: _____

Name: _____

Title: _____

CNIC: _____

