



**REQUEST FOR PROPOSAL “PROVISION OF SERVICES TO ESTABLISH AND OPERATE NATIONAL  
INCUBATION CENTER FOR AEROSPACE TECHNOLOGIES”, RAWALPINDI**

**No.: IGNITE/NICAT/2021-22/0048/Proc**

1. The procuring agency invites sealed bids from interested and eligible bidders registered with Income Tax and Sales Tax Department for provision of services to establish and operate National Incubation Center for Aerospace Technologies, Rawalpindi as specified in Request for Proposal document. The bidders submitting their bids must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan.
2. Bidding documents, containing detailed terms of references, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, etc. can be downloaded by the interested bidders from [<https://www.ppra.org.pk> & [www.ignite.org.pk](http://www.ignite.org.pk)]. Prospective bidders may request a clarification on any aspect of the bidding documents till [May 16<sup>th</sup>, 2022].
3. Bids prepared in accordance with instructions in the bidding document must reach at following address on or before [\_June 14<sup>th</sup>, 2022\_] at [03:00 pm]. Bids will be opened on same day [ on June 14<sup>th</sup>, 2022] at [03:30 p.m.] in presence of bidders or their authorized representatives. The advertisement along with bidding document is also available on PPRA web address at [www.ppra.org.pk](http://www.ppra.org.pk) and at Ignite web address at [www.ignite.org.pk](http://www.ignite.org.pk)

Ignite – National Technology Fund  
3rd Floor, TF Complex, 7 Mauve Area, G-9/4  
Islamabad, Pakistan  
Tel: +92-51- 910 7441 - 46  
Cell:+92-306-199-1234  
Fax: +92-51- 910 7447  
Email: [procurement@ignite.org.pk](mailto:procurement@ignite.org.pk)



### **DISCLAIMER**

All information provided/ clarified in this Request for Proposal (RFP) is in the best interest and faith of the parties involved. This RFP is neither a Contract nor an offer/ invitation of Contract by the procuring agency to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. The information published in this document is not intended to be exhaustive. Though adequate care has been taken in the presentation of this RFP document, the assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Interested bidders shall, therefore, required to make their own investigations and assumptions wherever required and satisfy themselves that the RFP document is complete in all respects.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to the procuring agency and shall not be used by the bidders for any other purpose, distributed to, or shared with any other person or organization.



Ministry of Information Technology  
& Telecom, Government of Pakistan



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

# **Provision of Services to Establish and Operate “National Incubation Center for Aerospace Technologies” Rawalpindi**

**No.: IGNITE/NICAT/2021-22/0048/Proc**

**Date of issue: April 30<sup>th</sup>, 2022**

**Aviation City Pakistan (Private) Limited**

Air Headquarters, E-9, Islamabad

And

**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 DEFINITIONS

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

- 2.1. **“ACPPL”** means Aviation City Pakistan (Private) Limited incorporated under Companies Act 2017 with its office at Air Headquarters, E-9, Islamabad, Pakistan.
- 2.2. **“Bidder”** means a firm, agency, partnership, company or consortium/JV which will submit its proposal in response to this RFP.
- 2.3. **“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.
- 2.4. **“Board”** means the Board of Directors of ACPPL and Board of Directors of Ignite.
- 2.5. **“Company”** means ACPPL and Ignite.
- 2.6. **“Consortium”** means an association of more than one legal entities, which have come together to jointly respond to this RFP.
- 2.7. **“Date of Issue”** means “the date on which the RFP is issued by the Company to solicit bids from potential bidders to establish and operate the NICAT.”
- 2.8. **“Day”** means calendar day.
- 2.9. **“Funding Contract”** means “an Contract concluded between Company and the Successful Bidder”. (see Annexure C).
- 2.10. **“Ignite”** means 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.
- 2.11. **“Incubatee”** means “technology start-up/ company/enterprise that will be selected into the NICAT and will undergo incubation, mentoring and training.”
- 2.12. **“Incubator Management Team”** means “administration appointed by the Successful Bidder on full time basis in accordance with its proposal to manage the NICAT.”
- 2.13. **“Incubator”** means “an aerospace & ICT entrepreneur development platform funded by Ignite and outsourced to a successful bidder with an objective to accelerate the growth and success of aerospace & ICT entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to development and operation of NICAT, site management, marketing, Technical knowhow, trainings, management resources, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth.”
- 2.14. **“Joint Venture (JV)”** means an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the ACPPL and Ignite.
- 2.15. **“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.
- 2.16. **“National Incubation Center for Aerospace Technologies or “NICAT””** means “an Aerospace technologies entrepreneur development platform funded by Ignite and outsourced to a successful bidder with an objective to accelerate the growth and success of aerospace entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, Technical knowhow, trainings, management resources, physical space, shared Information / Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth.”
- 2.17. **“Project”** means “an aerospace technologies development project focusing on creating strong economic impact by successfully supporting start-up and aerospace & ICT emerging

technology companies to create and /or commercialize knowledge & Technology-intensive products and services through establishment of a purpose- built Incubator.”

- 2.18. **“Partnership”** means a general partnership is a form of business entity in which two or more co-owners engage in business for profit.
- 2.19. **“Proposal”** means the entire set of documents consisting of bidder’s Profile, Technical and Financial Proposals, and bid security submitted by bidder in response to RFP.
- 2.20. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- 2.21. **“Request for Proposal (RFP)”** means set of documents prepared by Ignite & ACPPL, to solicit proposal, which consists of definition, instructions for bidders, ToRs, evaluation criteria, forms for providing information and draft contract.
- 2.22. **“Resident Monitor”** means a person posted by ACPPL & Ignite in NICAT -Rawalpindi for liaison & monitoring.
- 2.23. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to the RFP and who shall be responsible for establishing and running the operations of the NICAT in accordance with the Contract.
- 2.24. **“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.
- 2.25. **“Aerospace Technologies & ICT”** means that incubates can participate in these sub aerospace fields in addition to ICT fields: -
- Aircraft Design, MDA, MDD, MDO
  - Space Systems Design, MDA, MDD, MDO
  - Systems Engineering
  - CAD, CAM, PLM, Modelling & Simulation Software
  - Materials, Manufacturing & Precision Engineering,
  - Aero-structures, Aero-Elasticity & FSI
  - Nano Materials & Technologies
  - Robotics, Autonomy & Swarming, Intelligent Sys
  - Simulation, AR & VR
  - Avionics Systems
  - Computational Fluid Dynamics (CFD)
  - Artificial Intelligence & Big Data Analytics
  - Sensor and Data Fusion
  - Aerodynamic Measurements & Aero-acoustics
  - Aerospace Power Systems, Propulsion & Heat Transfer
  - Renewables
  - Hypersonic
  - Plasma-dynamics and Lasers
  - Mechatronics, Aero-Mechanical Integration
  - Guidance, Navigation & Control
  - RF & Microwave
  - Computer Vision and Machine learning
  - Cyber Dominance
  - Information, Command and Control Systems
  - Wireless Comm & Networks

## 2 MANDATORY ELIGIBILITY CRITERIA CHECKLIST

Before the Bidders submit their Proposals, within the stipulated time mentioned in this Bidding 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), only Lead Bidder's documents will be evaluated against Mandatory Eligibility Criteria. **These requirements must be furnished in the order mentioned in the below checklist at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification.**

#	Mandatory Eligibility Criteria Checklist	Mark <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.	In case of proposal 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 Chief Executive Officer / Managing Director on the letterhead of the partner organization. The letter should be duly signed & stamped.	
6.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by Public Procurement Regulatory Authority (PPRA), Government, Semi-Government, Private, Autonomous body or any other international organization.	
7.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>	
8.	<p><b><u>Two separately sealed envelopes:</u></b></p> <p><b><u>Envelope #1 shall clearly bear the name "TECHNICAL PROPOSAL National Incubation Center for Aerospace Technologies, Rawalpindi"</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. Bidders are to make sure that Financial Proposal is <b>not</b> part of the Technical Proposal in any form.</p> <p><i>*Additional hard copy of the technical proposal is not mandatory requirement.</i></p>	



9.	<p><b><u>Envelope #2 shall clearly bear the name “FINANCIAL PROPOSAL – “National Incubation Center for Aerospace Technologies, Rawalpindi”</u></b></p> <p>Two hard copies of Financial Proposal, one marked as Original and one marked as Copy must be submitted with one soft copy of the original Financial proposal 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.	Affidavit on letterhead of the bidder that bid security in the required form and manner is enclosed with the financial proposal.	
11.	CONFLICT OF INTEREST - DISCLOSURE FORM (attached as Annexure-B)	
12.	Declaration of Integrity (Form – B9)	

**Note:** Bidders are required to submit duly filled, signed & stamped copy of the above checklist along with the Technical Proposal. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the Technical proposal. Requirement No. 6 & 7 above, are required to be submitted on separate stamp papers, and requirement # 10 on a separate letterhead.

### 3 ABOUT IGNITE – NATIONAL TECHNOLOGY FUND & ACPPL

- Ignite National Technology Fund has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the Companies Act, 2017 (Former Companies Ordinance 1984) by the Ministry of IT & Telecom, Government of Pakistan. Ignite 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 Ignite is available at [www.ignite.org.pk](http://www.ignite.org.pk).
- Aviation City Pakistan (Private) Limited. ACPPL is a private limited company formed under the Companies Act, 2017. The principal line of business of the company is to, inter alia, National Aerospace Science and Technology Park(s) (NASTP) in Pakistan and/or abroad; to promote, form, and develop small, medium, and large size aviation and space-related enterprises, businesses and academic undertakings, laboratories, consultancies, aviation and space related design, research and development centers at national level and with or without international collaborations; and provide world class certification for military aviation and space systems

### 4 INSTRUCTIONS FOR BIDDERS

This bidding document contains all of the information pertinent to this solicitation, and governs the preparation and submission of proposals. The Technical & financial forms to be filled by Bidder for this assignment are annexed with this RFP document. Proposals must be submitted by the deadline stipulated in this RFP, completed on the formats provided herein, with supporting documents,



according to the guidelines given herein. Proposals will be evaluated by bid evaluation committees constituted by the Company.

## 5 BIDDING DOCUMENT

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

Submission of Technical and Financial Proposals against RFP document means in principle acceptance of provisions of the Bidding Document. During discussions with Successful Bidder, only minor changes, can be made in the attached Contract in accordance with Public 2004. 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 Contract as soon as possible. If successful Bidder is not responsive and does not sign the Contract within a reasonable time, maximum one (1) month after issuance of the letter of acceptance, the Company reserves the right to terminate and nullify the bid award and bid security will be forfeited.

In the event of non-compliance with the ToRs of the RFP document and obligations contained in the Contract, the Company may terminate the Contract 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

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### 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.). Any deviation from this requirement will **lead to rejection of bid.**

### 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. Within the original validity of the bids, Company may request the bidders to extend their bid validity for another period, such extension shall be for the period equal to the period of the original bid validity. The bidder who chooses not to extend their bid validity as may be required by Company; their bid will be deemed withdrawn without forfeiture of their bid bonds or securities.

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

### 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, discussion with Company, including visits for discussion, are not reimbursable.

### 6.6 Proposal Documents

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

### 6.7 Technical Proposal

The Technical Proposal is to consist of the following:

- a) Checklist (Mandatory Documents required with the Proposal)—Page 4 & 5
- b) Technical Proposal Submission Form B1
- c) Profile of the Lead Bidder - Form B2
- d) Physical Infrastructure - (Form B3-1 to Form B3-2)
- e) Relevant Experience of the Firm/Bidder (Form B4-1 to B4-4)
- f) Proposed Methodology (Form B5)
- g) Proposed Curriculum (Form B6-1 to Form B6-2)
- h) Proposed Project Team (Forms B7-1 to B7-3)
- i) Roles and Responsibilities of Consortium/JV Partners/Partnership – Form B8 (if applicable)
- j) Declaration of Integrity (Form B9)

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

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

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

### 6.8 Financial Proposal

The Financial Proposal is to consist of the following:

- a) Financial Proposal submission Form— Form C1
- b) Summary of costs – Form C2
- c) Breakdown of Major CAPEX & OPEX – Form C3
- d) Breakdown of remuneration per activity – Form C4
- e) All other Operational Expenses to be quoted in the bid, including but not limited to Staff Salaries, Utilities, Engagement Activities, Professional Services, Consulting Assignments, Advertisement Expense, Legal fees, License fees and Insurance etc. – Form C5

The Financial Proposal should provide detailed costing related to the establishment and management of National Incubation Center for Aerospace Technologies-Rawalpindi.



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

## 7 BID SECURITY AND PERFORMANCE SECURITY

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The Financial Bids must be accompanied with the bid security of Rs 0.5% in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE- National Technology Fund (FTN/NTN: 2939308-6). Any reference/inclusion of the bid security in the Technical Bid will lead to disqualification. However, as mentioned earlier in Section 2, 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.

## 8 TAXES

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Quoted costs should be inclusive of all applicable (direct & indirect) taxes. While submitting their bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) in their quoted man hour rates. Omission if any shall be the sole responsibility of the bidder. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR. Amount allocated for taxes in the financial bid shall not be allocated towards any other expense/budget head during currency of the funding Contract.

## 9 FORMAT AND SIGNING OF PROPOSAL

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It is mandatory for Proposal to be prepared using Standard Forms of RFP given in the annexures. Any Proposal not prepared according to prescribed **format may be rejected**.

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 will lead **to rejection of the Proposal**.

## 10 SUBMISSION, RECEIPT, AND OPENING OF PROPOSAL

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Proposals will be opened and evaluated using Single Stage - two envelope procedure as per rule 36 (b) of Public Procurement Rules, 2004 ("PP Rules 2004") (Separate sealed envelopes for Technical and Financial Proposals). The procedure is further defined at Annexure A.

- 10.1. The original Proposal shall contain no interlineations or overwriting. All pages of the Proposals (Technical & Financial) must be sequentially numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format on letterhead (Form B1 & C1) in separate envelopes.
- 10.2. The Bidder's Organization Head or an authorized representative on his/her behalf should initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a



- written **power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 10.3. Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 10.4. Bidder is required to submit one original and one hard copy of Technical Proposal along with all supporting documents.
- 10.5. One USB containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (excluding the Financial Proposal), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 10.6. The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment "**National Incubation Center for Aerospace Technologies - Rawalpindi**" and the name of Bidder, complete mail address and contact detail. Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment **National Incubation Center for Aerospace Technologies - Rawalpindi** and the name of Bidder, complete mail address and contact detail with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document, and the name of the Bidder, and clearly marked "DO NOT OPEN BEFORE SUBMISSION DEADLINE". Company shall not be responsible for misplacement, losing or premature opening of the outer envelope if not properly sealed and marked as stipulated. Such negligence may result in **rejection of the Proposal**. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Proposal.
- 10.7. 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>	0306-199 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>	Ignite, 3 <sup>rd</sup> Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad

- 10.8. Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.
- 10.9. Any Proposal received by the Company after the deadline for submission shall be returned unopened. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail / courier.



- 10.10. Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable PPRA rules and the stipulations contained in this document.
- 10.11. The Company reserves the right to amend, modify, supplement or withdraw this RFP or extend the deadline for submission of the bid at any time and to reject all the bids received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.
- 10.12. 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.
- 10.13. Bids submitted via email or fax shall not be entertained.
- 10.14. The bids will be rejected if any shortcoming occurs in the following:
- 10.15. If deemed necessary, prior to issuance of Acceptance Letter, Company may ask the successful Bidder to bring his team in ACPPL/Ignite office for discussion and assurance of availability of professionals. The professional may be asked to describe his experience particularly regarding similar assignments. In case the key professionals, proposed by the Bidder fail to attend the meeting, the proposal can be rejected besides taking action against the Bidder. In case the proposal of highest ranked Bidder is rejected on this account, Company shall be at liberty to approach second highest ranked Bidder for discussion.
- 10.16. The successful bidder shall enter into a formal contract, as per the draft placed as Annexure-C, with Company on judicial stamp paper of value as prescribed by the relevant laws. The stamp duty cost etc. would be borne by the successful bidder.
- 10.17. The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 10.18. Company will not be liable for any loss or damage to any party acting in reliance thereon.
- 10.19. The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and Company shall in no case be responsible/liable for those costs/expenses.

## 11 KEY ACTIVITIES & TIMELINE

#	ACTIVITY/MILESTONE	TENTATIVE TIMELINES
1	RFP Issuance	Apr 30, 2022
2	Deadline for receiving queries / questions	May 16, 2022 05:00 pm
3	Response to queries/questions related to RFP	May 18, 2022
4	Pre-Bid Conference (Venue to be decided later)	May 23, 2022
4	Proposal Submission Deadline	June 14, 2022 03:00 pm
5	Opening of Technical Proposals (in front of Bidders present at Ignite, 3 <sup>rd</sup> floor, TF Complex, 7 Mauve Area G-9/4 Islamabad)	June 14, 2022 03:30 pm



6	Opening of Financial Proposals (in front of Bidders present at 3 <sup>rd</sup> floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBD
7	Award/Signing of Contract	TBD

## 12 PROPOSAL EVALUATION

- 12.1. From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company or the evaluation committee in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract 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. Any request for clarification shall invariably be in writing. The response to such request shall also be in writing.
- 12.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the Technical evaluation is concluded.
- 12.3. Overall evaluation shall be carried out based on weighted average methodology wherein Technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

## 13 EVALUATION OF TECHNICAL PROPOSALS

- 13.1. 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 245 out of 350 marks in Technical evaluation criteria will qualify and Financial Proposals would be opened only for Technically qualified Bidders.
- 13.2. Financial Proposals of those Bidders obtaining less than 245 marks out of 350 (70%) 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 as per the evaluation criteria and the point system, specified below:

S. No.	Evaluation Criteria	Sub marks	Marks
1.	<b>Profile of the Lead Bidder– (Form B2)</b>		<b>20</b>
	a. Registered age	05	
	i. Between 5 years to 10 years	03	
	ii. More than 10 years	05	
	b. Financial Position	15	
	Free Cash Flows in last 3 years trend		
	i. Rs. 50 to Rs. 74 million	5	
	ii. Rs. 75 to Rs. 99 million	10	
	iii. Rs. 100 million & above	15	

2.	<b>Physical Infrastructure - (Forms B3)</b>		<b>50</b>
	a. Layout planning ( <b>Form B3-1 &amp; B3-2</b> ) <ul style="list-style-type: none"> <li>i. Creativity of interior design</li> <li>ii. Space utilization</li> <li>iii. Quality/Class of Equipment (Software, Hardware, Electrical &amp; other Appliances, Furniture, etc.)</li> </ul> [A class (Branded/Imported, state of the art) or B class (Non branded/local)]-Bill of material with complete material specifications(durability)	20 10 20	
3.	<b>Relevant Experience of the Firm/Bidder (Forms B4)</b>		<b>70</b>
	a. Managing & running Incubator/Accelerator – Years in operation ( <b>Form B4-1</b> )	10	
	3 to 5 years More than 5 years	05 10	
	b. Successful Graduation of Start-ups ( <b>Form B4-2</b> )	30	
	i. Incubation Stage (Aerospace/ICT Startups)	20	
	Between 5 to 9 Startups Between 10 to 15 Startups More than 15 Start-ups	10 15 20	
	ii. Incubation Stage (Generic Startups)	10	
	Between 1 to 5 Startups Between 6 to 10 Startups More than 10 Start-ups	03 06 10	
	c. Cumulative Verifiable Investment Raised by Start-ups ( <b>Form B4-3</b> )	15	
	Between PKR 250 m to 500 m More than PKR 500 m to 750 m More than PKR 750 m	5 10 15	
	d. Cumulative Verifiable Revenue Generated by Start-ups ( <b>Form B4-4</b> )	15	
	Between PKR 100m to 250m More than PKR 250m to 500m More than PKR 500m	5 10 15	
4.	<b>Proposed Methodology (Form B5)</b>		<b>110</b>
	a. Outreach Plan	20	
	i. Advertisements, Promotions, Branding etc. ii. Ability to create local & international collaborations with relevant entities	10 10	
	b. Startups Selection & Graduation Process	20	
	i. Start-up Selection Process & Criteria ii. Start-up graduation criteria	10 10	
	c. Incubation Cycle Activities	30	





	<ul style="list-style-type: none"> <li>i. Training &amp; Mentorship Programs</li> <li>ii. Workshops &amp; Events</li> <li>iii. Customized programs relevant to aerospace etc.</li> <li>iv. Mentoring Strategy &amp; Approach</li> <li>v. Culture &amp; Work Environment</li> </ul>	5 5 10 5 5	
	d. Project Management Plan	20	
	<ul style="list-style-type: none"> <li>i. Program Charter</li> <li>ii. Gantt Chart &amp; Timelines</li> <li>iii. M &amp; E Process,</li> <li>iv. Project Success, Scalability Plan etc.,</li> <li>v. Monitoring Mechanism &amp; KPI's to assess the performance of Incubatees</li> </ul>	4 4 4 4 4	
	e. Investor linkages	20	
	<ul style="list-style-type: none"> <li>i. Methodology to attract for financing/investments</li> <li>ii. List of Venture Capitalists, Angel Funding, Private Equity etc. with which the bidder has raised funding in the past</li> </ul>	10 10	
5.	<b>Proposed Curriculum (Form B6)</b>		<b>50</b>
	<b>a. Number &amp; Description of courses (Form B6-1)</b> <ul style="list-style-type: none"> <li>1. Number/diversity of courses</li> <li>2. Quality of course content</li> <li>3. Number of courses related to aerospace technologies</li> </ul>	30  10 10 10	
	<b>b. Pool of Mentors/trainers/coaches (Form B6-2)</b>	20	
	<ul style="list-style-type: none"> <li>i. Local &amp; international Incubation Mentors/Trainers/Coaches               <ul style="list-style-type: none"> <li>a. Between 5 to 10</li> <li>b. More than 10</li> </ul> </li> <li>ii. Aerospace related mentors/trainers/coaches               <ul style="list-style-type: none"> <li>a. Between 5 to 10</li> <li>b. More than 10</li> </ul> </li> </ul>	5 10  5 10	
6.	<b>Proposed Project Team (Form B7)</b>		<b>50</b>
	<b>Qualification and Competence of the proposed Team Members– Full Time/Part time/ On-call (Forms B7)</b> <ul style="list-style-type: none"> <li>a. Proposed Team Structure (Form B7-1)</li> <li>b. Qualifications, Total experience, and Professional Certifications/Memberships (Form 7-2)</li> <li>c. Significant measurable professional achievements in relation to incubation of Proposed Project Team members (Form B7-3)</li> </ul>	10  20  20	
	<b>Total</b>		<b>350</b>

## 14 FINANCIAL PROPOSALS

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- 14.1 After the evaluation of Technical Proposals, the Company shall communicate to each Bidder their respective Technical score. Company shall notify Bidders who have secured minimum qualifying Technical score, about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.
- 14.2 Bidders whose Technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of Contract with Successful Bidder.
- 14.3 At the outset of the Financial Proposal Opening session, and before actual opening of Financial Proposal, Technical score of qualified Bidders shall be read aloud. All the financial proposals shall be opened in the presence of the bidders or their authorized representatives who may choose to attend. The Committee shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening.
- 14.4 A Financial Evaluation Committee shall evaluate the Financial Proposal. If any discrepancy arises between the **"total"** amount and the partial amount, the **"total"** amount shall prevail. If any discrepancy arises between **"word"** representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal.
- 14.5 Quality and Cost Based Selection (QCBS) method will be used for evaluation of Proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

## 15 COMBINED SCORE

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

## 16 AVAILABILITY OF MANAGEMENT TEAM

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- 16.1 The Successful Bidder is bound to propose a relevant team structure for Incubation Management Team in Technical Proposal. The successful bidder must also ensure the availability of proposed team members and in case of non-availability of any proposed team

member at the time of submission of proposal during the Contract term period, the successful bidder will provide valid reason and documentary justification. The Bidder at its own cost and expense is bound to provide the substitute professional staff with same Technical strength with no delay and after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the request for change.

- 16.2 The bidder must ensure that in its proposed team structure and resources (either full time and/or part time) team members/experts having expertise to cater for the key requirements of startups including management of incubator/accelerator, product development, business model and business plan development, financial modeling and plan development, refinement and development of startup pitches, expertise and knowledge in aerospace/aerospace business etc. If a member of NICAT management team is available only part-time, then his/her hours per month should be mentioned and compensation calculated accordingly.
- 16.3 No member of proposed team shall be a team member of any other project being funded by the Company which is currently under execution.
- 16.4 Full time team members shall 100% be dedicated to this project and will not be allowed to work on any other assignment till their employment on this project. In case of any such noncompliance, the Company may request the successful bidder to immediately terminate the employment of such team member.

## 17 AWARD OF CONTRACT

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After completing discussion with the successful bidder with a view to streamline the work or task execution at the time of the contract finalization, on methodologies, work plan, staffing and special conditions of the contract under rule 40 (1) of PP Rules 2004, the Company will award Contract to the selected Bidder (most advantageous bidder) subject to the provisions contained in rule 38 of PP Rules 2004. Letter of acceptance (LOA) will be issued by the company to the successful bidder first. As per PPRA rules, contract will be signed after a lapse of more than 15 days since issuance of LOA. After Contract signing with successful bidder, the Company shall return the unopened Financial Proposals of the un successful Bidders.

## 18 CONFIDENTIALITY

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The Company shall keep all information regarding the technical and final evaluation confidential until the time of the announcement of the respective evaluation reports in accordance with the requirements of PPRA rules..

## 19 CONFLICT OF INTEREST

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

### a. Conflicting assignments

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

**b. Conflicting Relationships**

- The Bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Contract may not be awarded an Contract 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 Contract.
- 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 Contract. Disclosure form regarding declaration of existing or non-existing conflict of interest should be submitted by all bidders. (Annexure B)
- Current employees of the Company shall not work as and for the successful Bidder till the time they are employee of the Company.

## 20 FRAUD AND CORRUPTION:

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

- a. "Corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain Contract;
- b. "Fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation Contract;
- c. "Collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- d. "Coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party Contract;
- e. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract.

- 20.2. The Company will reject a Proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract to be executed pursuant to RFP. The Company may also impose penalties on the Bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded project.
- 20.3. The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of Proposals and Contract performance, and have them audited by auditors appointed by the Company.

## 21 CLARIFICATION REQUEST/AMENDMENT

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- 21.1. The Bidder can request a clarification in the RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company's e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential bidders as per given timelines.
- 21.2. At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA & Company web site, and revised RFP document will be uploaded on Company's and PPRA web site.

## 22 GRIEVANCES REDRESSAL COMMITTEE (GRC)

22.1 After submission of bid and prior to award of the contract, any bidder feeling aggrieved by any act of procuring agency may lodge a written complaint concerning his grievances to GRC constituted by Ignite under Rule 48 of PP Rules 2004 within seven (7) days of announcement of the technical evaluation report and five (5) days after issuance of final evaluation report.

22.2 GRC will immediately initiate the investigative action and decide the complaint within ten days of its receipt. The decision of GRC shall be intimated to the complainant / aggrieved bidder. The decision of the GRC shall be binding upon all the parties.

22.3 Any bidder not satisfied with the decision of the GRC, may file an appeal before the Public Procurement Authority (PPRA) within 30 days of communication of decision, whose decision shall be considered final.



## PART B

### TERMS OF REFERENCE

## 23 BACKGROUND & INTRODUCTION

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The establishment of National Incubation Centers (NICs) have created an enormous impact in startup ecosystem of Pakistan.

In line with the vision to promote entrepreneurship in the aviation industry of Pakistan, it is proposed that NICAT may be established. Currently, national capabilities in aerospace industry include manufacturing & MRO sectors, mission computers / electronics / software development & integration sector, aviation training, ground and flight-testing sector, links, communications and networks development sector, co-production, design & development sector for UAVs, Trainers aircraft, simulators and fighter aircraft.

Rawalpindi is the hub of aerospace activities in the North region of Pakistan. Rawalpindi is close to PAC Kamra, adjacent to capital, headquarters of relevant government departments, major international airport, public sector R&D entities and academia (e.g., Air University, CAE, NUST, IST, etc).

There is a critical need to improve the effectiveness of aerospace domain industries, given the increasingly significant role they play in the expansion of value chains. Innovative management practices are needed that will lead to new ways of operating successful aerospace businesses. Rawalpindi can become hub of aerospace business and aerospace startups.

## 24 OVERVIEW OF THE PROPOSAL

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Ignite has already established 5 National Incubation Centers in Federal Capital, and four provincial capitals respectively. The Board has now mandated the Company to solicit proposals to establish and manage NICAT - Rawalpindi.

The salient features of NICAT Rawalpindi are given below:

- 24.1 The Company has already identified location/premises for the establishment of NICAT Rawalpindi which is as following:

**Address:** Rawalpindi

**Area:** approx. 10,000 Sq. Ft.(Ground Floor)

The successful bidder will establish the NICAT-Rawalpindi at above mentioned location on the basis of constructed Layout. Accordingly, bidder has to submit a design plan on the basis of Layout in its proposal.

Layout of identified location is attached as Annexure E.

- 24.2 Funding and monitoring of NICAT Rawalpindi will be conducted by the Company as per its mandate;
- 24.3 The Successful Bidder is required to run incubation program on Cohort basis with induction of at least **25** Incubatees per year;
- 24.4 All expenses related to Incubation setup and operations will be reimbursed by the Company;
- 24.5 The successful bidder will also establish a general-purpose, state-of-the-art AV/Training lab with GPUs, multimedia etc. that can accommodate 20 persons one time.



- 24.6 Operations to be run by the successful bidder who will also be responsible to appoint a full-time professional management team appointed to run and manage NICAT Rawalpindi;
- 24.7 The established setup would be an Incubator for startups in aerospace technologies;
- 24.8 The successful bidder will be required to submit regular progress covering all aspects of NICAT Rawalpindi to Company on regular basis;
- 24.9 NICAT Rawalpindi will be an open platform for all eligible entrepreneurs without any discrimination;
- 24.10 At least 50% aerospace business/aerospace technologies startups will be inducted at NICAT Rawalpindi in each year. The remaining 50% can be related engineering startups. The successful bidder must ensure that as per requirement, the proposed curriculum and incubation program may have specialized modules & components to cater the need of aerospace business/aerospace technologies startups.

Based upon the above, the Company therefore invites proposals from bidders for establishment of purpose-built Aerospace incubator i.e., the NICAT-Rawalpindi as per guidelines/terms of reference mentioned in this RFP.

## 25 TERMS OF REFERENCE

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

### 25.1 INFRASTRUCTURE PROVISIONING/DEVELOPMENT

Successful Bidder is required to design, renovate & furnish the location identified for NICAT Rawalpindi as mentioned above in section 23.1.

The Successful Bidder will be required to:

- i. Provide ICT infrastructure including one laptop for each incubatees; (laptops will be transferred from previous cohort to next cohort for 3 years).
- ii. Provide other allied infrastructure facilities, fixtures, utilities and accessories as may be required.
- iii. Establish state-of-the-art AV/Training lab with GPUs, multimedia etc. that can accommodate 20 persons one time
- iv. All the planning and resources for infrastructure may be done to accommodate 25 incubatees **(with further provision to accommodate 25% more incubatees at any given time)** with a minimum of 3 members each.

### 25.2 OUTREACH AND COMMUNICATION

The incubator Management, must devise and ensure a comprehensive communication & outreach strategy to tap and lure key entrepreneurial talent in geographical area of Rawalpindi region and encouraging and facilitating them to induct into NICAT-Rawalpindi for transformation of their ideas into a successful business. The bidder must ensure to reach out to all key stakeholders that can become part of incubation centers through effective media and outreach strategy using key digital and non-digital methods and tools for outreach and communication.



### 25.3 SELECTION OF INCUBATEES

The Incubator Management in consultation with Ignite and ACPPL will define selection criteria for Incubatees on the basis of following qualities, inter alia,

- ❖ A business concept/canvass converging on aerospace technologies;
- ❖ A capable and motivated entrepreneurial team;
- ❖ Compatibility of business to incubator objectives;
- ❖ Completion of the application package;
- ❖ A business plan with projected revenue and profitability potential of business or its impact upon masses or addition in existing body of knowledge.

### 25.4 PROFESSIONAL MANAGEMENT

#### 25.4.1 Appointment of Full Time Management Team

The successful bidder in consultation with Ignite and ACPPL will develop a suitable and relevant team structure as per international best practices and standards to manage and run the NICAT and all its key activities during whole duration of the project. The bidder must ensure that proposed team structure and positions mentioned in team structure are relevant and effective to manage the operations of the Incubator. Appointment of qualified and fulltime individuals against all the key positions described in the proposed team structure during the whole duration of project will also the responsibility of the successful bidder. For this purpose, the successful bidder shall constitute a selection committee having representation from Ignite and ACPPL. During the course of the project, bidder will ensure that all the key positions do not remain vacant for a longer duration having negative impact of the project.

#### 25.4.2 Management of Incubator: Scope of Activities

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

- i. Run the affairs of the NICAT -Rawalpindi in the most prudent and professional manner in line with international best practices (with due care and without negligence);
- ii. induct 25 startups each year in 02 cohorts of 12-13 startups;
- iii. Devise and implement incubation program comprising of 12 months including training/mentoring, business planning, product development, and marketing/sales;
- iv. Impart a comprehensive curriculum during incubation cycle;
- v. Offer Incubatees the necessary counseling for meaningful implementation of their ideas;
- vi. Maintain disciplined/conducive environment and attendance;
- vii. Establishment of an environment and processes to accommodate virtual tenancy.
- viii. Assist Incubatees in the development/improvement of business plans;
- ix. Arrange workshops on requirement basis including but not limited to the following areas to develop the Incubatees' entrepreneurial skills:
  - a) New idea generation and validation through market surveys;
  - b) Writing a complete business plan covering strategy, financials, marketing, and operations;
  - c) GTM (Go to Market) strategies;
  - d) Presentation skills and pitch deck (how to pitch a business plan to investors);
  - e) Developing and testing a prototype/MVP
  - f) Marketing and sales (finding the first paying customer);
- x. Arrange regular guest speaker sessions;

- xi. Establish the physical and virtual collaboration environment with other technology incubators both within Pakistan and globally for the benefit of the Incubatees and their ideas;
- xii. Invite members of national & international aerospace clusters / technology parks /Incubators/ companies, chambers of commerce, PAC Kamra, PIA and executive reps of other airlines to NICAT to evaluate products/services offered by startups;
- xiii. Arrange investors summit at end of each cohort and invite investors to evaluate startups and to enable startups to raise funds/investments;
- xiv. Provide legal, administrative and marketing consultation support;
- xv. Provide opportunities to the Incubatees to participate in relevant exhibitions, conferences and events, both national & international;
- xvi. Provide Incubatees access & linkages to venture capitalists/angel investors/private equity funds etc., wherever possible;
- xvii. Explore investment & business opportunities, induction of seed money through potential angels, venture capitalists, PAF, PIA and other airlines for projects completed and ready for commercialization;
- xviii. Create an online library including recording & archiving of all of the workshops/guest speaker sessions conducted in National Incubation Center for Aerospace Technologies-Rawalpindi;
- xix. Development, mapping and implementation of the curriculum with incubation cycle;
- xx. Create and manage a public website/web-portal that includes relevant material pertaining to different incubation activities and other information considered important for different stakeholders;
- xxi. Enable and facilitate incubatees to grow their business ideas and become successful and sustainable businesses;
- xxii. Incubatees should be generating some revenue by the time they graduate to sustain themselves after incubation;
- xxiii. Implement policies and procedures of the ALPHA NASTP within NICAT.

#### 25.4.3 Preparation and Development of all relevant Policies and Procedures of NICAT Rawalpindi Operations

In order to efficiently and effectively manage the operations of NICAT - Rawalpindi, the successful bidder will develop all relevant policies and procedures including but not limited to Human Resource Management, Procurement, Health & Safety (HSE), Facilities, and other relevant administrative policies. These policies will have to be developed and submitted during inception phase of the project and will be implemented for effective operations of NICAT - Rawalpindi. All such policies will be duly approved by the ACPPL and Ignite before their implementation. Any subsequent changes for improvement in policies will have to be approved by ACPPL and Ignite.

#### 25.4.4 Networking and Relationship Building Support

Incubatees are usually small, early stage, emerging businesses that have limited interaction with demand side/customers and overall Aerospace & ICT eco system. Networking and relationship support describes the effective role an incubator takes up to develop connections to resources that Incubatees may not have access to otherwise. The startup ecosystem of Rawalpindi is in very nascent stage.

Therefore, Incubator Management shall strive to establish relevant linkages especially with the demand side/customers, partners and investors, and also leverage the existing stakeholders in aerospace industry that will maximize the success rate of startups enhancing commercialization potential of the final product and reduce time to market.

#### 25.4.5 Counseling and Mentoring Support

The successful bidder in consultation with ACPPL and Ignite shall develop selection criteria to select and maintain a pool of domain specialist.

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

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

#### 25.4.6 Alignment with the Demand Side/Customers and Investors

The Incubator Management in collaboration with ACPPL and Ignite shall align and interact with the aerospace industry in the region on regular basis. The Incubator Management shall also strive to attract angel investors, venture capitalists, private equity Funds and arrange sessions to educate them about the NICAT-Rawalpindi Incubator activities. Similarly, the successful bidder shall also network and interact with corporates and other relevant individuals and entities in the region to mobilize local resources that may impact the sustainability of incubatees. Incubator management will focus towards making Rawalpindi a hub for aerospace business/aerospace technologies startups and will ensure that at least 25 aerospace business/aerospace technologies startups are inducted each year.

#### 25.4.7 Resource Scalability

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

#### 25.4.8 Monitoring of Incubatees

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

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

- i. Number of customers;
- ii. Business canvas models prepared by each team;
- iii. Revenue generated;
- iv. Investments raised;
- v. Quarterly profits, if any;
- vi. Financial sustainability as per realistic business plan;
- vii. Number of employees;
- viii. Indirect jobs created;
- ix. Number of females empowered;
- x. Growth rate;
- xi. Development and Innovation;
- xii. Competitor analysis;
- xiii. Market Research.



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

#### 25.4.9 Performance KPIs for NICAT-Rawalpindi Management Team

The quantitative and qualitative KPI's should include but not be limited to:

- i. Proper Incubator Setup and efficient utilization of Space;
- ii. Effective & extensive outreach for selection of startups for each cohort inducted;
- iii. Timely selection of cohorts;
- iv. Recruitment of Aerospace Industry relevant startups
- v. Linkages created by Cohorts/Startups with NASTP resident Aerospace Technology Centers
- vi. Quality of Incubatees selected;
- vii. Number of successful seminars, workshops & industry events;
- viii. Number of women empowered;
- ix. Successful completion of proposed curriculum/training;
- x. Incubatee survival rates after two years of graduation;
- xi. Industry alignment and awareness generated;
- xii. Incubatee satisfaction surveys;
- xiii. Arrangement of pitching events;
- xiv. Number of venture capitalists/ angel investors/other investors on board;
- xv. Number of mentors engaged/linked;
- xvi. Number of investment summits organized;
- xvii. Total Investment raised by incubatees;
- xviii. Total Revenue generated by incubatees;
- xix. Jobs created by incubatees both direct and indirect;
- xx. Number of successful graduates;
- xxi. Mentoring sessions;
- xxii. Road Shows to exhibit successful projects;
- xxiii. Collaboration activities with other national & international incubators, accelerators;
- xxiv. Collaboration/Affiliation/Partnership with corporates; and
- xxv. Level of Innovation.

**Note:1.** First Year will be treated as Base/Reference Year.

2. Some measurable annual targets will be given with reference to above KPIs to successful bidder at the time of finalization of the agreement.



#### 25.4.10 Desired Outcomes

Following are the expected outcomes of the project:

- (a) Incubation cycle will be spread over 12 months including first 6 months for business planning and product/prototype development and last 6 months for sales and networking to find customers and investors.
  - ❖ Market research & business planning. Output should be business plan.
  - ❖ Product service development. Output should be MVP.
  - ❖ Marketing & Sales. Output should be paying customers.

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

- (b) The Successful Bidder is required to host minimum 25 Incubatees per year and establish an alignment with the aerospace ecosystem.

#### 25.4.11 Governance Structure

The Parties shall establish the following committee and prescribe their duties to oversee and manage the affairs of NICAT:

##### **1. Steering Committee**

The Steering Committee will mainly act as Project oversight body to advise Project Management Unit on decisions pertaining to effective management and achievement of Project objectives. The Steering Committee shall meet at least bi-annually, and/or more frequently as the Parties may agree.

##### **Members**

- a. CEO Ignite or his nominee
- b. CEO, ACPPL or his nominee
- c. Member IT or his nominee

##### **2. Project Management Unit**

The Project Management Unit will monitor the progress on all activities within NICAT. The Project Management Unit will meet on a quarterly basis, and / or more frequently as the Parties may agree.

##### **Members:**

- a. GM Projects-Ignite
- b. Manager Projects-Ignite
- c. Park representatives ACPPL

##### **3. Project Implementation Team:**

The Parties agree that successful bidder will constitute a Project Implementation Team comprising of members from incubation management to develop and implement the Project. The Project Implementation Team will send a periodical progress report to the Project Management Unit along with quarterly technical milestones/deliverables & financial reports as defined in Tripartite Agreement. The implementation team shall also facilitate auditors to carry out annual audits of the program.

#### 25.4.12 Tenure of the NICAT-Rawalpindi

Successful Bidder is required to complete the infrastructure development in maximum 03 months from the date of “Award of Contract” after which NICAT - Rawalpindi operations will commence. The tenure of NICAT - Rawalpindi will be five (05) years from the date of commencement of NICAT - Rawalpindi Operations. The recommended duration allowed for each Incubatee is Twelve (12) months, extendable to another six (06) months or more on case to case basis. Upon completion of the term or in case of early termination of Funding Contract, ACPPL will own, control and operate NICAT. After 05 years, the Board will decide on further course of action including extension of tenure for incubator management based on continual success against management KPIs. In case of no extension, a fresh RFP may be issued following PPRA rules to select new incubator management.

### 25.5 RESPONSIBILITY FRAMEWORK

#### 25.5.1 Provision of Funds

Ignite will be responsible for the funding of Infrastructure and Operational expenditures as per the Funding Contract. Regular monitoring will also be within the ambit of ACPPL and Ignite as per its inherent mandate. Funding will be provided on **reimbursement** model. The successful bidder will have to ensure availability of Funds equivalent to expected budget of at least 6 months of Operations of NICAT - Rawalpindi.

#### 25.5.2 Provision of Space

ACPPL has already identified the space as provided in section 24.1 for establishment of NICAT-Rawalpindi. The successful bidder is required to submit the comprehensive layout/design/plan for developing & renovating the space into a state-of-the-art NICAT having all the modern amenities & facilities required for startups. Subject to the payment of fees, bills, and charges by successful bidder and availability of resources, ACPPL will provide or cause to be provided access to the successful bidder to electricity, gas, water, telephone, and internet connection. The successful bidder shall be responsible to maintain the security within NICAT. However, ACPPL will be responsible for providing security outside NICAT.

#### 25.5.3 Provision of Infrastructure and Environment Enrichment

The Successful Bidder shall be responsible for the development of necessary infrastructure required to commence the operations of the NICAT-Rawalpindi within three (03) months starting from date of the commencement of the project. The Successful Bidder will be required to develop the state-of-the-art infrastructure within the specified time. This should include, inter alia, provisioning of power, HVAC, ICT infrastructure, power backups, fire safety/security system, furnishing, smart building, meeting/conference rooms, session hall etc. along with any other related infrastructure/materials/supplies. Accordingly, the identified space shall be converted/renovated by the Successful Bidder into the NICAT-Rawalpindi as per best international practices and standards. The cost of such renovation shall be part of bid. The bidder shall also provide 25 state of the art laptops to all selected startups. Graduating startups will handover their laptops to startups in next cohort.

### 25.6 COMMERCIALIZATION SUPPORT

The Incubator Management will strive to align demand side with the products conceptualized or created by Incubatees and will:

- i. Arrange roadshows, workshops, seminars and conferences to promote the products and ideas;
- ii. Assess the innovation potential;





- iii. Transform the technology into a commercially viable ICT product;
- iv. Aerospace business/aerospace technologies startups may be supported for commercialization.

## 25.7 GRADUATION/EXIT OF INCUBATEES FROM INCUBATOR

The Incubatees will be graduated out of the Incubator upon completion of 80% of KPIs initially decided between NICAT- Rawalpindi management and incubatee in consultation with ACPPL and Ignite and meeting the following criteria:

- a) The Incubatee has met the committed objectives of the approved business plan which may include:
  - i. That the Incubatee has successfully developed the prototype/proof of concept/product.
  - ii. That the incubatee has at least one paying customer with some revenue generated.
  - iii. That the incubatee has engaged an investor, private equity fund or venture capitalist to either take it to the production/commercialization stage or buy off the idea/prototype/product.
- b) Exit of the Incubatee may also be due to below par performance irrespective of the completion of tenure at Incubator (This means an exit on the basis of failure to deliver the committed objectives and/or poor progress).

For this purpose, NICAT management should conduct a midterm evaluation of all incubatees after 6 months. Those incubatees who have not even completed their business plan after 6 months should be relieved from the NICAT and replaced by new incubatees.

## 25.8 EQUITY

If investment is made by the successful bidder against equity in the start-ups during the graduation period, the same has to be informed by successful bidder to the ACPPL and Ignite.

## 25.9 IPR

The ACPPL & Ignite will jointly own IP rights created by successful bidder arising out of the NICAT-Rawalpindi. However, neither the ACPPL and Ignite nor the Successful bidder will have any rights to IP developed by incubatees during their time at NICAT Rawalpindi.

## 25.10 INCENTIVES FOR STARTUPS AND BIDDERS

The Successful Bidder and startups will be entitled to incentives as per following criteria:

- ❖ Rs.100,000/- will be paid as an incentive to successful bidder on account of successful graduation of each inducted Incubatee. Wherein, successful graduation means that at least 80% of initially defined KPIs are met.
- ❖ Rs.100,000 will be paid as incentive to each startup if it generates revenue of at least Rs.5 lacs by the time it graduates from NICAT. This incentive is applicable upon verification of revenue by startups with supporting documents such as bank statements, sales contracts, POs, invoices, etc.
- ❖ 0.5 % of actual investment made by a Venture Capital (VC)/Angel Investors /Corporates per Incubatee will also be paid as an incentive to successful bidder on successful linkage with VC Fund/Angel investor/Corporates who will have invested in the said Incubatee. Maximum validity period of this incentive is six months after successful graduation of an Incubatee from NICAT-



Rawalpindi. Successful bidders will be required to submit copy of the duly verified copy of signed term sheet.

### 25.11 PAYMENT PLAN

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

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

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

## 26 SECURITY CLEARANCE AND NON-DISCLOSURE AGREEMENT (NDA)

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All technically successful bidders will undergo a security clearance process carried out by local law & order agencies. Only **security-cleared** bidders will be shortlisted for financial opening. Moreover, before pre-Bid meeting all bidders have to sign & submit NDA as per the template given at **Annexure 'D'**.





## PART C

## FORMS TO BE SUBMITTED WITH PROPOSAL



## Technical Proposal - Standard Forms

### Form B1. Technical Proposal Submission Form

### Form B2. Profile of Bidder (lead bidder and JV partners)

### Forms B3: Physical Infrastructure

*B3-1: Layout planning*

*B3-2: Quality/Class of Equipment (Software, Hardware, Electrical & other Appliances, Furniture, etc.)*

### Forms B4: Relevance Experience of the Firm/Bidder

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

*B4-2: Successful Graduation of Startups*

*B4-3: Cumulative Verifiable Investment Raised by Start-ups*

*B4-4: Cumulative Verifiable Revenue Generated by Start-ups*

### Form B5: Proposed Methodology

### Form B6: Proposed Curriculum

*B6-1: Curriculum*

*B6-2: List of mentors/trainers/coaches*

### Form B7: Proposed Project Team

*B7-1: Proposed Team Structure*

*B7-2: Qualifications, Total experience, and Professional Certifications/Memberships*

*B7-3: Significant measurable professional achievements in last 10 years of Proposed Project*

*Team members*

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

### Form B9: Declaration of Integrity



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

[Location, Date]

To:

**Manager Procurement**

Ignite – National Technology Fund  
3rd Floor, TF Complex, 7 Mauve Area, G-9/4  
Islamabad, Pakistan  
Tel: +92-51- 910 7441 - 46  
Cell:+92-306-199-1234  
Fax: +92-51- 910 7447  
Email: procurement@ignite.org.pk

Sir,

1. We, hereby submit our complete proposal along with all the requirements as per the RFP document. We acknowledge that Company is not bound to accept any proposal in this regard and reserve the right to accept any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.
2. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the RFP documents, the performance security as per the requirements of the RFP documents.
3. We agree to abide by this RFP for a period of one hundred and eighty (180) days from the technical bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s [name of company / names of all JV partners] and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law.
5. We submit herewith our bid as one (01) original and one (1) hard copy along with one soft copy on USB in PDF as well as native MS Word/Excel formats, of technical and financial proposals enclosed in original bid envelop.
6. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the company] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject proposal including signing and submission of all documents and providing information/responses to Company in all matters including but not limited to clarifications etc., in connection with our proposal till the award of the Contract. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.
7. We have gone through the terms/conditions of this RFP document and have found the document in whole as non-biased to any particular company/contractor/vendor or product/brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this RFP document. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules. [SEP]
8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid and our disqualification. [SEP]



9. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of Company.

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No. of Signatory: \_\_\_\_\_  
E-mail address of Signatory: \_\_\_\_\_  
Mailing address of Signatory: \_\_\_\_\_

Acceptance by representative authorized at Clause 6 above:

Signatures of Authorised Representative: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_



## B2. PROFILE OF LEAD BIDDER

S #	Criteria	
1	<b>Profile of the Bidder (in case of JV, lead bidder and JV partners:</b>  i. Registered Name of Company ii. Registered age of Company iii. Names of Managers/ Owners/ CEO/ Directors/ Partners (Attach all supporting documents duly signed and stamped by the authorized officer of the bidder)	
2	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 (Attach all supporting documents duly signed and stamped by the authorized officer of the bidder)	
3	<b>Financial Position</b>  i. Name of Banks ii. Certificate of Financial position <b>(to be Issued by relevant Bank)</b> iii. Copy of audited Annual Accounts (of last 3 years) iv. Tax Registration (NTN/STN/FTN) (Attach all supporting documents duly signed and stamped by the authorized officer of the bidder)	



### **B3: Physical Infrastructure**

#### **B3-1. Layout Planning**

The physical arrangement of all resources that consume space within the identified facility. The proposed layout/planning should cover drawing & 2D or 3D pictures etc. The plan should accommodate **25-30** startups/incubatees, incubation management team, training hall, meeting room, training lab, pitching room, common area etc.



### **B3-2. Quality and Class of Equipment (Software, Hardware, Electrical, Furniture & Other Appliances)**

Proposed equipment details along with quality & class of the equipment (categorized as Class A & Class B, Branded or Non-branded etc.), bill of material along with complete material specification. Bidder should give complete specs of at least **30 state of the art laptops for startups**.



**B4: Relevant Experience of the firm/bidder**

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

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

(Add rows in form where necessary)

**Note:** Attach all supporting documents duly signed and stamped by the authorized officer of the bidder.





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

### (a) Incubation Stage

#	Incubator/Program Name	Incubation Stage (Aerospace Tech Startups)			Incubation Stage (ICT/Engineering Startups)		
		Total Cohorts	Total Startups Incubated	Total Startups Graduated	Total Cohorts	Total Startups Incubated	Total Startups Graduated

**Note:** Attach list of Startups with Startup Name, Founder Name, Founder contact details (cell, email), Technologies, URL, Impact, Valuation etc., should be attached with the respective valuation. Number of startups should match with the list. The list should be signed and stamped by the authorized officer of the bidder.

(Add rows in form where necessary)



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

#	Names of Startup	Founder Name & Contact Details	Cumulative investment raised by the startup (Amount in PKR)	Period in which investment raised (Start date & end date)	Valuation of Startup (PKR)	Investment Stage (Pre-Seed, Seed, Series A, Series B etc)	Investor Details (Name, Contact No etc)
	<b>Total</b>		PKR .....				

**Note:** Only those investments will be considered whose documentary evidence is submitted and verifiable. All attachments should be duly signed and stamped by the authorized officer of the bidder.

(Add rows in form where necessary.)



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

#	Names of Startup	Founder Name & Contact Details	Cumulative revenue generated by the startup (Amount in PKR)	Period in which revenue generated (Start date & end date)	Valuation of Startups
	<b>Total</b>		PKR .....		

**Note:** Only that revenue will be considered whose documentary evidence is submitted and verifiable. All attachments should be duly signed and stamped by the authorized officer of the bidder.

(Add rows in form where necessary.)

**B5: Proposed Methodology**

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

- Outreach Plan (Advertisements, Promotions, branding etc.) and ability to create local & international collaborations with relevant entities
- Start-up Induction & Selection Process & Criteria, i.e., Start-up Graduation criteria
- Incubation Cycle Activities (Training & Mentorship Program, workshops & events, customized programs relevant to aerospace technologies etc.), Mentoring Strategy & Approach, Culture & Work Environment
- Project Management Plan including Charter, Gantt Chart & Timelines, M & E Process, Project Success, Scalability etc., and Monitoring Mechanism & KPI's to assess the performance of Incubatees
- Investor linkages/ Methodology to attract for financing/investments (List of Venture Capitalists, Angel Funding, Private Equity etc. with which the bidder has raised funding in the past)

## B6. –Proposed Curriculum

### B6-1: Curriculum

Training content, duration, learning objective, duration, time, international, learning objectives, etc.

Course Title	Duration (in hrs)	Course Type (Generic or Specialized) *	Curriculum Ownership (In house, Outsourced) **	Mapping with incubation cycle ***	Key learning objectives	Key course content	Outcome	Proposed Trainer ****

(Add rows)

### B6-2: List of Local & International Incubation Mentors/Trainers/Coaches

#	Name of the mentor/trainer/coach	Local/International/Both	Area (Generic / Aerospace)

(Add rows)

#### Note:

\* Generic means applicable to all types of startups in cohorts. Specialized only for aerospace business/aerospace technologies startups

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

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

\*\*\*\* Please submit signed CVs of proposed trainers for each course.

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

**B7. –Proposed Project Team****B7-1: Proposed Team Structure**

- a) (Place here the organizational chart of proposed team structure with roles & responsibilities of running NICAT-Rawalpindi of each designation)
- b) Proposed team structure justification (by designation)
- c) Below are some proposed positions as a guideline. However, bidders can propose their own positions.

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

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

Support staff, etc.							
Specialists/ consultants:							
Market Research specialist							
Aerospace Domains Specialists							
Business planning specialist							
Product/UI design specialist							
Digital marketing specialist							
Financial planning specialist							
Pitching specialist							
Valuation/investment specialist							
Etc.							

**B7-2: Qualification, Total experience, and Professional Certifications/Memberships of each proposed Team Member**

**Personnel Summary (Complete for each Team Member)**

*It is mandatory that each Management Team Member must work full time on project. Submit only those team members who will be available for the project for at least the first 3 years.*

<b>Name of Employee:</b>
--------------------------

<b>Position:</b>		
<b>General Information</b>	<b>Name:</b>	<b>Date of Birth:</b>
	<b>Telephone:</b>	
	<b>Fax:</b>	
	<b>Years with Present Employer:</b>	

**Employment Record:**

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

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

**Education:**

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



**Certification:**

**Memberships:**

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

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If selected for the project, I will stay dedicated throughout my tenure of service.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the firm]*      *Day/Month/Year*

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

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

(Add pages where necessary)

**Proposed Mentors/Consultants/Experts Profile****Personnel Summary (Complete specifically for Trainer(s) and attach CVs)**

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

**Employment & Training Record:**

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

(Add pages where necessary)

**B7-3: Significant measurable professional achievements in last 10 years of Proposed Project Team**

#	Name	Position in NICAT-Rawalpindi project	Education/Qualification	Significant measurable achievements Relevant to position in last 10 years
1				
2				
3				
4				
5				
6				
7				
8				
9				

(Add rows in form where necessary)

**B8. Roles and Responsibilities of Consortium/JV Partners/Partnership etc.****Applying As:**

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

**Lead Partner Organization Details:**

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

**Other Partner's Organization Details:****Partner 1:**

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

**Partner 2:**

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

Roles and Responsibilities in the Project:
--

**Partner 3:**

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

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

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

**In case of joint venture, the successful Bidder shall at the time of execution of the Contract furnish an executed copy of joint venture Contract to the Company.**

## **B9. Declaration of Integrity**

\_\_\_\_\_ (the “bidder”) hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the bidder represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

The bidder certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The bidder accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, the bidder agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [the Supplier/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
ACPPL & Ignite

\_\_\_\_\_  
Bidder

## **Financial Proposal - Standard Forms**

**Form C1.** Financial Proposal submission form

**Form C2.** Summary of costs

**Form C3.** Breakdown of Major CAPEX & OPEX.

**Form C4.** Breakdown of remuneration per activity

**Form C5.** All other Operational Expenses to be quoted in the bid, including but not limited to Staff Salaries, Utilities, Engagement Activities, Professional Services, Consulting Assignments, Advertisement Expense, Legal fees, License fees and Insurance etc.

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

[Location, Date]

To:

Manager Procurement  
IGNITE – National Technology Fund  
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 development of **National Incubation Center for Aerospace Technologies, Rawalpindi** 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 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.

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:



**C2. – SUMMARY OF COSTS**

Particulars	Pak Rupees
CAPEX	
OPEX (5 years)	
All applicable Taxes	
Grand Total of Financial Proposal	

Note: Stamped and Signed by Authorized Officer. [\_\_\_\_\_]

### C3. – BREAKDOWN OF MAJOR CAPEX & OPEX

CAPEX	Y0(3 months) (Establishment Phase)	Y1	Y2	Y3	Y4	Y5	Total
Renovation Cost							
Furniture & Fixtures							
HVAC/Air Conditioning							
Backup Power (Genset and UPS)							
Security System & Fire Safety							
ICT Allied Infrastructure (Core i7 11 <sup>th</sup> Gen laptops or equivalent, maximum to 30 laptops for startups & management, servers if any, etc.)							
Shared Resources including Printers, Photocopiers, Scanners etc.							
Contingencies							
Any other items (Please specify)							
<b>Sub Total CAPEX</b>							

**NOTE:** It is recommended that all potential bidders may visit the premises for assessment of all required infrastructure as per terms & condition of this RFP and may propose the budget accordingly.

**AV/Training Lab CAPEX**

CAPEX	Qty	Y0(3 months) (Establishment Phase)	Y1	Y2	Y3	Y4	Y5	Total
Smart Interactive Screen 86"	2							
Video Conferencing and Microphone Array	1							
"Smart UPS 02 KVA 03 KVA	10 1							
Graphics Tablet	1							
Document Camera	1							
Recording Camera with accessories	1							
Smart Rostrum	1							
Whiteboard with Sliding Panels	1							
High Workstations with GPU (Specs at Annexure E-1)	10							

Any other (please specify)								
<b>Sub Total CAPEX</b>								

<b>OPEX</b>	<b>Y0 (3 months) (Establishment Phase)</b>	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>	<b>Total</b>
Utilities							
Dedicated Bandwidth (Min. 30 Mbps)							
HR Cost/Salaries of Management Team, Support Staff etc.							
Workshops/Trainings/Events Expenses							
Marketing/Advertisements/ Outreach Plan							
Guest Speaker session							
Domain Specialists/ Mentorship sessions / Consultants, etc.							
Pitching Events & Investor summit							
Repair & Maintenance							

Traveling, Boarding, Lodging for startups and management team (local/international)							
Facility/ Equipment Insurance							
Professional Fee (Internal Audit, Legal, Tax, etc.)							
Management Fee							
Contingencies							
Any other items (Please specify)							
<b>Sub Total OPEX</b>							
<b>Grand Total (CAPEX + OPEX)</b>							

**Note:** All amounts mentioned above in Form C3 should be in PKR and **inclusive of all applicable taxes**. No cost will be allowed for the specific budget heads where N/A is mentioned in Form C3. Note: Stamped and Signed by Authorized Officer. [\_\_\_\_\_]

C4. – BREAKDOWN OF REMUNERATION PER ACTIVITY (WHERE APPLICABLE)

Names	Position	Role	Duration	Rate (PKR)	Unit (hrs, numbers etc.)	Total Amount (PKR)
<b>i. Regular staff</b> a. ____ b. ____ c. d. e. (add rows) <b>ii. Part time staff</b> (add rows) <b>iii. On-call consultants</b> (add rows)						
Grand Total						

Bidder can propose their own positions also other than the proposed positions. Please submit signed CVs of all project staff and consultants to be engaged by the bidder for this project. Note: Stamped and Signed by Authorized Officer. [\_\_\_\_\_]

**C5. – ALL OPERATIONAL EXPENSES (ITEMIZED LIST)**

Note: Stamped and Signed by Authorized Officer. [\_\_\_\_\_]

## 27 ANNEXURE A

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### **Single Stage Two envelope Procedure for Bidding**

#### **Rule 36 (b) of 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;
- (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 most advantageous bid shall be accepted.



## 28 ANNEXURE B

### CONFLICT OF INTEREST - DISCLOSURE FORM

(To be printed on company's letterhead)

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

☐ I have no Conflict of Interest to disclose

☐ I have a potential Conflict of Interest to disclose and the details are mentioned hereunder:

Summary Information			
Date Raised:		Reference No.:	

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

Nature of Conflict	
Description:	

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

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

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

Date:



DRAFT FUNDING CONTRACT

DRAFT FUNDING CONTRACT

BETWEEN

Ignite - National Technology Fund  
AND  
ACPPL

AND

[PARTY NAME]

Dated \_\_\_\_\_

**THIS FUNDING CONTRACT** (this “**Contract**”) is made at Islamabad on this \_\_\_\_ day of \_\_\_\_\_, 2022

BY AND BETWEEN

- (1) **IGNITE, FORMERLY KNOWN AS THE NATIONAL ICT R&D FUND**, a company registered under Section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017), with its office at Ignite, 3rd Floor, Telecom Foundation Complex, 7-Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Ignite**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns);
- (2) Aviation City Pakistan (Private) Limited, a private limited company incorporated under the Companies Act, 2017, having its registered office at \_\_\_\_\_, Islamabad, Pakistan (hereinafter referred to as the “**ACPPL**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns);

(Collectively referred to as the “**Company**” or where the context may require, as Companies)

AND

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

(Ignite and ACPPL are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”, wherever the context so requires).

**RECITALS:**

**WHEREAS:**

- a) The Company is undertaking to promote efficient, sustainable and effective information and communication technology initiatives through synergic development of industrial and academic resources;
- b) Ignite Board mandated the Company to solicit proposals from potential bidders for establishment of purpose built Aerospace technologies incubator i.e. the National Incubation Center for Aerospace Technologies Rawalpindi;
- c) **[PARTY NAME]** has submitted a proposal for the National Incubation Center for Aerospace Technologies Rawalpindi Project (as hereinafter defined) which has been subsequently reviewed and approved by the Company for funding;
- d) The Company has vide letter dated ..... accepted the proposal dated ..... submitted by **[PARTY NAME]** and has accordingly accepted to fund the establishment and operations of the National Incubation Center for Aerospace Technologies Rawalpindi Project (“**Project**”), on the terms set forth in this Contract;

- e) The Parties are now desirous of reducing into writing their Contract on their respective rights and obligations in relation to the execution and funding of the Project and matters related thereto.

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

## 1. DEFINITIONS AND INTERPRETATION

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- 1.1. **Definitions:** In this Contract, the following terms shall have the meaning ascribed thereto below:
  - a) **“Contract”** means this signed Contract together with the Project Portfolio and Appendices, which form an integral part of this Contract;
  - b) **“Appendix”** means an Appendix attached to the Project Portfolio, which shall be considered an integral part of the Project Portfolio, in the hierarchy as set forth in Section 1.2 (xi);
  - c) **“Board”** means the Board of Directors of the Ignite and ACPPL;
  - d) **“Company”** [as defined above]
  - e) **“Project Documents”** means:
    - (i) this Contract; and
    - (ii) the Project Portfolio;
  - f) **“Deliverables”** means the tasks, activities, reports, drawings, plans, documents, data, information and the like, whether in draft or final form, required to be performed and/or delivered by [PARTY NAME] under the Project Documents;
  - g) **“Disclosing Party”** means the Party which discloses Information to the Receiving Party;
  - h) **“Effective Date”** the date when mobilization advance as mentioned in **Appendix D** is released to [PARTY NAME];
  - i) **“Grant”** means the approved funding for the Project, as more fully set forth in the Project Portfolio;

- j) **“Incubator” or “National Incubation Center for Aerospace Technologies Rawalpindi” (NICAT-RWP)** means “an entrepreneur development platform funded by Ignite and outsourced to a professional management team with an objective to accelerate the growth and success of aerospace and ICT domain entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, mentorship, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth at all times during the Term;
- k) **“Information”** means all information or data (whether provided orally, visually, in writing or in any other method) which is directly or indirectly disclosed to or made available to a Party (including its employees, officers, advisers, agents or representatives) hereto by the other Party (including its employees, officers, advisers, agents or representatives) in relation to this Contract or the Deliverables. Without prejudice to the generality of the foregoing definition, the “Information” shall include but not be limited to:
- (i) Information contained in and/or ascertainable from samples, stored in and transmitted via an electronic medium, letters, papers, drawings, manuals, technical and test reports, proposals, financing and legal information; and
  - (ii) any information relating to any Party's processes, procedures, plans, intentions, products and services information, know-how, Intellectual Property and Intellectual Property Rights, market opportunities, customers or other business affairs.
- l) **“Intellectual Property Rights”** means “rights in intellectual property, whether or not any of these rights is registered, and includes all applications for such right, matter or thing or registration thereof and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world;
- m) **“Key Personnel”** mean the personnel as defined in Clause 13.1 of this Contract;
- n) **“Project”** means the project titled as National Incubation Center for Aerospace Technologies Rawalpindi Project as more fully described in the Project Portfolio;
- o) **“Project Portfolio”** means the detailed description and plan for the Project approved for funding by the Company and attached to this Contract as **Annex 3**. The Project Portfolio consists of:
- (i) Appendix A - Project Proposal approved by the Company;
  - (ii) Appendix B - Project Monitoring Schedule;
  - (iii) Appendix C - Milestones Chart;
  - (iv) Appendix D - Phased Disbursement Schedule;

- (v) Appendix E - Request for Proposal and
- (vi) Appendix F- Contract between [PARTY NAME] & Service Delivery Partner
  
- p) **“Receiving Party”** means the Party to whom the Information is disclosed by the Disclosing Party;
  
- q) **“Request for Proposal”** means the Request for Proposal dated ..... issued by the Company for the purposes of the Project;
  
- r) **“National Incubation Center for Aerospace Technologies (“NICAT-RWP”) Rawalpindi Project”** means setting up of an information & communication technologies development project focusing on creating strong economic impact by successfully supporting start-up and emerging technology companies to create and /or commercialize knowledge-intensive products and services through establishment of a purpose- built Incubator by [PARTY NAME] in accordance with this Contract;
  
- s) **“Term”** means the period for completion of the Project given in the RFP under the head Tenure of National Incubation Center for Aerospace Technologies Rawalpindi starting from the Effective Date of this Contract and/or till delivery of the Deliverables by [PARTY NAME] as per terms and conditions of the Contract and its Appendices/Annexures;
  
- 1.2. **Interpretation:** In this Contract (except where the context otherwise requires):
  - (i) Words and expressions defined in any provision of this Contract, other than Section 1.1 hereinabove, shall bear the respective meanings assigned to them in the relevant Sections;
  - (ii) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - (iii) Any reference to a statute or law shall include that statute or law as amended, re-enacted or extended;
  - (iv) The headings in the Contract are included for ease of reference only and shall not be used in its interpretation;
  - (v) Words importing persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires;
  - (vi) Approval as required under this Contract, shall mean approvals (including confirmations) which are to be obtained in writing, as agreed between the Parties;

- (vii) The Recitals, Appendices and Annexes form an integral part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Recitals, Appendices and Annexes;
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years of the Gregorian calendar;
- (ix) All references to reports, intimation, information and/or communication to the Company hereunder shall mean reports, intimation, information and/or communication to the Company;
- (x) All the defined terms used in this Contract but not specifically defined shall have the same meaning as ascribed to them in the Request for Proposal;
- (xi) In case of any conflict and/or inconsistency between any statements, terms or provisions contained in the Project Documents and/or the Appendices thereto, the order of precedence shall be as follows:
  - (a) This Contract;
  - (b) Phased Disbursement Schedule (Appendix D of the Project Portfolio);
  - (c) Project Monitoring Schedule (Appendix B of the Project Portfolio);
  - (d) Milestones Chart (Appendix C of the Project Portfolio );
  - (e) The Request for Proposal for the Project dated ..... (Appendix E of the Project Portfolio) ;
  - (f) Project Proposal approved by the Company (Appendix A of the Project Portfolio);  
and
  - (g) Annex – 1
  - (h) Annex- 2
  - (i) Annex-3

## **2. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

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- 3. Both parties, to their respective extent, represent, warrant and covenant, as applicable, as follows:
  - (i) Each party has the full corporate power and authority to enter into this Contract and perform its obligations hereunder as a body corporate/corporation, duly formed, validly existing and in good standing under the laws of Pakistan and is duly authorized and qualified to conduct transactions/business in Pakistan;
  - (ii) The execution, delivery, and performance of this Contract has been duly authorized by all requisite corporate/administrative action and this Contract constitutes a legal, valid and binding obligation of each party, enforceable against it in accordance with its terms;



- (iii) Neither the execution, delivery nor performance of this Contract conflicts with, or results in a violation or breach of the terms, conditions or provisions of, or constitutes a default under, the organizational documents of either party or any contract or other instrument under which either party or its assets are bound, nor violates or conflicts with any applicable law or any judgment, decree, order, writ, injunction or award applicable to either party;
- (iv) Neither party is in violation of any applicable law, which violation, individually or in the aggregate, would affect the performance of its obligations under this Contract;
- (v) There is no pending controversy, legal action, arbitration proceeding, administrative proceeding or investigation instituted, or to the best of either party's knowledge threatened, against or affecting, or that could affect, the legality, validity and enforceability of this Contract, nor does either party know of any basis for any such controversy, action, proceeding or investigation;
- (vi) The NICAT-Rawalpindi will be supervised in three tiers:
  - b. The overall operations/activities of NICAT shall be conducted under supervision of the Board.
  - c. Monitoring of operations/activities of NICAT shall be carried out by the Company as per its inherent funding and monitoring mandate.
  - d. The Incubator Management team itself (to be appointed by the [PARTY NAME]) shall also effectively monitor the activities of the project.
- (vii) Each Party has examined this Contract, including the Project Portfolio attached hereto, thoroughly and become familiar with all its terms and provisions.

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#### 4. **PROJECT SCOPE**

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

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

## 5. PRINCIPAL DUTIES OF THE PARTIES

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### 6. Duties of [PARTY NAME]

[PARTY NAME] shall:

- (i) implement the Project and establish a purpose built Incubator in Rawalpindi at .....
- (ii) provide conducive environment to host twenty-five(25) incubatees (*with further provision to accommodate 25% more startups at any given time*) with allied facilities. The established setup would cover both Incubator. In case number of Incubatees increases beyond 25, modalities of the same shall be jointly defined by Incubator and the Company;
- (iii) appoint a professional management team to run the operations of the Incubator. In case of vacancy in any of the approved position, the bidder will be bound to fill the same position within in 3 months as per the criteria of vacant position;
- (iv) perform and deliver the Deliverables listed in the Project Portfolio with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- (v) complete and submit all Deliverables and perform all its obligations under this Contract within the time stipulated in the Project Portfolio. Time shall be of the essence of this Contract for both the Parties in performance of their respective obligations under this Contract;
- (vi) fully comply with any representations, warranties and undertakings provided in the Project Portfolio relating to the quality and contents of the Deliverables;
- (vii) 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 Project Portfolio;
- (viii) submit reports as mentioned in the Project Documents;
- (ix) regular monitoring of NICAT-Rawalpindi be done by the Company;
- (x) present on regular basis to the Company progress achieved in all aspects of the Project;
- (xi) keep detailed records of all acts and things done in relation to the Project and, at the

Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;

- (xii) 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 the Project;
- (xiii) apply for, obtain and maintain at all times all required and applicable permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Contract and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the "**Transition Deliverables**"). Upon successful completion of the Project as per terms agreed under the Contract, the Transition Deliverables may be transferred back to [PARTY NAME] by the Company as may be reasonably determined by the Company;
- (xiv) use its best efforts to ensure that all the data, information and beliefs included, or relied upon, in the Deliverables are accurate to the best of its knowledge. All tests and measurements shall be made in accordance with the recognized quality assurance protocols, where applicable. In the event [PARTY NAME] obtains or relies on any derived data, information or beliefs, it shall utilize reasonable and customary efforts to ensure the quality and information of such data, information or beliefs;
- (xv) promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of technical information or by responding to reasonable requests for revisions to the Deliverables;
- (xvi) Develop a web portal within four (4) weeks of the execution of the Project. In addition to the information with respect to the Company along with its logo/emblem and URL [www.ictrdf.org.pk](http://www.ictrdf.org.pk), the web portal shall contain any and all the relevant and updated details related to the Project. "Updated", means any and all the updates, reports, summary of the Project and information as required by the Monitoring Department of the Company in accordance with **Appendix-....** and **Appendix-.....**.

## 7. Duties of the Company

The Company shall:

- (i) Timely disburse the Grant in accordance with the schedule given in **Appendix-D....** and clause hereunder;
- (ii) ensure regular monitoring against defined KPIs, as given in the RFP, and agreed Program management methodology;

- (iii) pay to [PARTY NAME] an incentive of defined amount for each Startup. This incentive shall be applicable in a manner as prescribed in the RFP, reproduced hereunder, for easy reference:
  - (iv) Rs. 1 lac will be paid as incentive to each startup if it generates revenue of at least **Rs. 5 lacs** by the time it graduates from NICAT.
  - (v) Above incentive is applicable upon verification of revenue by startups with supporting documents such as bank statements, sales contracts, POs, invoices, etc.
  - (vi) ***If investment is made by the successful bidder against equity in the start-ups during the graduation period, the same has to be informed by successful bidder to the Company, as per details mentioned in section 24.8.***
- (vii) respond to requests for information (which [PARTY NAME] is not reasonably expected to obtain itself within the scheme of the Project Portfolio) in a timely and proper manner; and
- (viii) exercise all powers and discretion vested in it under this Contract reasonably and with the objective of realization of the aims and objectives of the Project.

## 8. MONITORING PROJECT PERFORMANCE

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

### 9. Responsibilities of [PARTY NAME]

[PARTY NAME] has full responsibility for the conduct of the Project and/or the Deliverables in light of the Grant and for the results achieved as per the agreed terms and conditions under the Contract. [PARTY NAME] is obligated to monitor the performance of the Project to assure adherence to performance goals, time schedules or other requirements as appropriate to the Project. In order to carry out these responsibilities, [PARTY NAME] agrees to prudently manage all expenditures and actions in relation to the Grant. Documentation for each expenditure or action affecting the Grant shall reflect appropriate organizational reviews or approvals, which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the Project, and that the proposed action is (i) is consistent with the terms of this Contract; (ii) is consistent with the applicable policies of the Company; (iii) represents effective utilization of resources; and (iv) does not constitute a change in objective or scope of the Grant, Deliverables and/or the Project Portfolio.

10. Review by the Company

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

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

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Change in scope

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

12. Significant Changes, Delays or Events of Unusual Interest

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

13. Changes Key Personnel's Devotion to the Project

14. Basic Requirements

As soon as [PARTY NAME] becomes aware that any of the Key Personnel will: (i) devote substantially less effort to the Project as set forth in the Project Portfolio; or (ii) otherwise relinquish active direction of the Project, [PARTY NAME] shall immediately advise the Company of the remedial measures so that proper and appropriate action can be undertaken by [PARTY NAME] with the consent of the Company and [PARTY NAME] shall ensure that at all times that the Project continues uninterrupted in accordance with the Project Portfolios.

If the Company determines that the reduction of effort will substantially impair the successful execution of the Project, the Company may:

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

## **15. DISBURSEMENT OF THE GRANT**

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- 16. Disbursements of the Grants shall be based on submission of invoices raised in accordance with the Disbursement Schedule (**Appendix D**) along with the Milestones Chart with deliverables (**Appendix C**) and Clause ..... of this Contract. Invoices shall duly list the work performed and expenses incurred (together with supporting time-sheets, receipts, vouchers and the like). The Company may withhold disputed payment against an invoice pending satisfactory compliance of the relevant Deliverable within the Project Portfolio.
- 17. No services, equipment, material, test apparatus, real estate property or any other items shall be purchased with sums representing the Grant, nor shall any improvement or modification be made thereto unless specifically included in the Project Portfolio as approved by the Company.
- 18. [PARTY NAME] shall be responsible to comply with the relevant tax laws as applicable in Pakistan. All taxes shall be deducted as per applicable laws of Pakistan.
- 19. All payments shall be made by the Company within a reasonable time period preferably not exceeding 60 calendar days from the delivery and acceptance of each Deliverable along with submission of invoice in accordance with Appendix C.

## **20. RECORDS, RETENTION AND AUDIT**

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### Accounting

- 21. [PARTY NAME] shall maintain accurate accounting information in the standard accounting formats and financial records regarding the Project in conformity with Generally Accepted Accounting Principles (GAAP). The Company or its authorized agents may obtain a copy of such records and shall have access to such records at any reasonable time during normal business hours during the entire term and for a period of three (3) year after the expiry of the Term (the "[PARTY NAME] Audit"). In the event that material inconsistency is found between the existing accounting records of [PARTY NAME] in relation to the Project and [PARTY NAME] Audit, [PARTY NAME] shall have a new audit incurred, by auditors approved by the Company, at the sole cost of [PARTY NAME], and such cost shall in no manner form part of the Grant.

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

25. Financial

26. All invoices shall be raised by [PARTY NAME] duly signed by its authorized signatory. Besides any other relevant information, the invoices shall contain title and number of the bank account and the breakup of the cost heads against which the amount is required.
27. All invoices shall be supported by latest bank statement, summary of funds utilization and budget vs. actual cost comparison (if required). In case of procurement during a quarter, copies of the original paid invoices shall also be attached.
28. [PARTY NAME] will submit quarterly financial reports to the Company in accordance with the format provided for the purpose by the Company.
29. The Company will sponsor the Project in accordance with the details given in its acceptance of the Project Proposal submitted by [PARTY NAME] and this Contract. All disbursements will be made according to the disbursement plan along with the Milestones Chart with deliverables (**Appendix C**) attached herewith as Phased Disbursement Schedule (**Appendix D**).
30. The amount to be paid by the Company as mentioned in the Disbursement Plan (unless otherwise expressly stated or modified in the Project Documents) is the maximum funding commitment and cannot be modified/altered/changed without the Company’s prior approval/written consent. Any other expenses whether associated with the Project or otherwise, not mentioned in this Contract and its attachments shall be borne by [PARTY NAME].
31. Notwithstanding anything to the contrary contained in this Contract, all payments of the Grant shall be subject to proper and timely performance of the Project by [PARTY NAME] in accordance with the terms and conditions of this Contract. Disbursement for direct expenses as given in the Project Proposal will be made at actual.
32. Wherever applicable under the services cost, the budget approved for utilities and communication expenses shall be utilized vis-à-vis the Company’s agreed share in the cost.

33. No amount from the "Contingency's" cost head per the approved budget, attached in the Project proposal, shall be spent for purchase of any movable or immovable assets including kitchen appliances, office furniture and fixtures, lighting equipment, office decor items, electric generators etc., unless expressly approved by the Company.

#### **34. REPORTING**

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35. Annual Reports

##### **30**

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

##### **31 FINAL PROJECT REPORT**

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

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#### **32 PROPERTY MANAGEMENT**

38. Title to property, Deliverables

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

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#### **33 INTELLECTUAL PROPERTY RIGHTS**

39. New Intellectual Property

40. The Project is envisaged, initiated and being funded by the Company and the Deliverables are being performed and delivered by [PARTY NAME] upon the instructions, and on behalf of, the Company. Therefore, [PARTY NAME] hereby acknowledges and agrees that all Intellectual Property Rights created or generated in the course of the Project and/or as a result of the performance and delivery of the Deliverables shall vest in and be the absolute property of the Company (the "**Developed IPR**").



41. Except as otherwise provided in this Clause 11 (including Sections 11.2 and 11.3), none of the provisions of this Contract shall be deemed or construed to result in any transfer, assignment or waiver (whether partial or otherwise) of the Developed IPR of the Company to [PARTY NAME] or any other third party whatsoever.
42. [PARTY NAME] shall execute, or procure the execution of, at the Company's expense, all assignments, licenses, assurances, deeds, documents and acts as may be reasonably required under the applicable laws to fully and absolutely vest the Developed IPR in the Company subsisting anywhere in the world.
43. Furthermore, where applicable, [PARTY NAME] shall provide all necessary assistance and support to the Company in registering the Developed IPR under the applicable laws, if required. For the avoidance of doubt, the Developed IPR shall not include any Intellectual Property Rights which [PARTY NAME] may have created prior to the Effective Date or outside of the scope of the Project Portfolio.[PARTY NAME] shall, upon request, confirm to any prospective licensee or assignee of the Company the rights of the Company under this Clause 11.
44. Any failure by [PARTY NAME] to facilitate the transfer and to ensure that the Developed IPR fully vests in the Company (as mentioned above) for reasons attributable to [PARTY NAME] after expiry of a time frame stipulated by the Company shall result in immediate and automatic forfeiture of any license granted by the Company to [PARTY NAME] in connection with and/or for use of the Developed IPR.
45. The Company may assign or license its rights in the Developed IPR to any person/entity on such terms as the Company may deem appropriate.
46. Existing Intellectual Property
47. To the extent that: (a) the Developed IPR incorporates any Intellectual Property of [PARTY NAME] or any third party, or (b) where the use, benefit or enjoyment of the Developed IPR is dependent on the existing Intellectual Property of [PARTY NAME] or any third party (together the "**Existing IPR**"), [PARTY NAME] shall provide or shall procure the provision to the Company of all Existing IPR on the basis of a royalty free or royalty based (as the case may be), non-exclusive, freely transferable license in perpetuity on the terms and conditions set out in this Clause 11.2.1 for unencumbered and uninterrupted use, benefit and enjoyment of the Developed IPR (the "**Existing IPR License**"). For the purposes of this Clause 11.2.1 "use, benefit and enjoyment" includes adaptation, copying and/or modification of the Developed IPR and that the Company holds the benefit of each Existing IPR License for itself and for any such person to whom it may license, assign or transfer the Developed IPR, on the terms that:
- (i) all costs relating to the Existing IPR License are once only fees payable to the party

owning the right;

- (ii) the Existing IPR License shall permit the use of and access to such Existing IPR by any person to whom the Company may transfer, assign or license the Developed IPR;
- (iii) where applicable, [PARTY NAME] shall place or shall procure that the source coding of any licensed software is placed in escrow with an independent third party and shall require that independent third party to enter into an escrow Contract with the Company;
- (iv) the Existing IPR License shall not restrict any of the Company's rights and remedies under these conditions in respect of the Developed IPR; and
- (v) in the event that any license to [PARTY NAME] for the Existing IPR is terminated for any reason other than the default of the Company then [PARTY NAME] shall at its own expense either (i) obtain a license entitling the Company to continue using such Existing IPR; or (ii) replace such Existing IPR without detracting from the overall performance of the Project; in each case, in terms no less favorable than the terms of this Clause 11.2; and
- (vi) the Existing IPR License shall be granted by [PARTY NAME] shall procure the grant of the Existing IPR License to the Company on the date any Deliverable making use of or incorporating the Existing IPR is delivered to the Company (whether in draft or final form).
- (vii) Neither the Company nor the [PARTY NAME], will have any rights to IP developed by the Incubatees during their time at NICAT.

#### 48. General

##### Indemnification for Plagiarism and/or Breach of IPR

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

then call the work its own. [PARTY NAME] would further ensure that the Project has no unauthorized resemblance or similarities with any other project which is in the same field as the Project or a closely connected field or with the research or development of any product or process similar to or closely connected with the Project of a third party. Hence, any violation of this Clause 11.3.1 shall be regarded as a material breach of this Contract, entitling the Company to, in addition to all other remedies available to it under the law: (a) terminate this Contract forthwith; and (b) recover the entire amounts paid to [PARTY NAME] till the effective date of termination.

49. [PARTY NAME] shall further protect, indemnify and defend the Company, its officers, members, directors, employees, agents and consultants, against, and hold each of the foregoing harmless from, at all times after the date hereof, any and all claims demands, proceedings/costs, charges and losses incurred, suffered, sustained or required to be paid by, or sought to be imposed upon any of such aforesaid persons/entities, arising directly out of any breach or infringement by [PARTY NAME] of any Intellectual Property Rights of any third party in the performance of its obligations under this Contract.
50. If any such proceedings are brought, or any claim is made, against the Company, arising out of the matters referred to herein, the Company shall promptly give [PARTY NAME] notice of such proceedings or claims, and [PARTY NAME] shall at its own cost and expense and in the Company's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
51. If [PARTY NAME] fails to notify the Company within fifteen (15) days after receipt of such notice that it intends to defend any such proceedings or claim, then the Company shall be free to defend the same on its own behalf at the cost of [PARTY NAME]. [PARTY NAME] shall, however, at the request of the Company, afford all available assistance to the Company in the defense of such proceedings or claim.
52. The provisions of this Clause shall survive the termination or expiry, as the case may be, of this Contract.
53. Applicability

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

#### 54. **TERM, SUSPENSION & TERMINATION**

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##### 55. Term

The period for completion of the Project shall be the Project Duration (5 years, 3 months) as given in the Project Proposal starting from the Effective Date of this Contract. After

establishment of NICAT Rawalpindi, the phase of its operations comprising of 5 years will commence. In case the Contract is not renewed after the lapse of term period, [Party Name] shall be required to handover the premises of NICAT Rawalpindi in working condition to Ignite.

**56. Suspension**

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

- (i) the Company when [PARTY NAME] has materially failed to comply with the terms and conditions of this Contract;
- (ii) the Company when the Company has other reasonable cause;
- (iii) the Company when the Company *prima facie* believes that there has been 'misconduct' in relation to the Grant;
- (iv) by mutual Contract;

58. Generally, the action to suspend or terminate the Grant, by the Company, will be taken only after [PARTY NAME] has been informed by the Company of the proposed action, or informed of any deficiency on its part and given an opportunity to correct it. The Company, however, may immediately suspend the Grant without notice when it believes such action is reasonable to protect the interests of the Company and or the Government.

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

**60. Termination**

61. Automatic Termination

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

- (i) the completion of all Deliverables as detailed in the Project Portfolio and the timelines as mutually agreed between the Parties, duly certified / approved by the Company;  
or
- (ii) the final disbursement of sums under the Grant.

62. Termination by mutual consent

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

63. Termination for material breach

(i) The Company may, by issuing a written notice of termination, terminate this Contract forthwith if [PARTY NAME]:

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

(ii) [PARTY NAME] may, by issuing a written notice of termination, terminate this Contract forthwith if the Company:

- (a) is in material breach of any of its obligations under this Contract which breach, if capable of remedy, is not cured by the Company within a period of Sixty (60) days after receipt of a written notice by the [PARTY NAME] noting the breach and demanding remedy thereof;
- (b) delays, without cause, the release of any disbursement of the Grant beyond Sixty (60) days of the due date of payment thereof in accordance with **Appendix D**, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by [PARTY NAME]; or
- (c) other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement

or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.

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

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

66. Consequences of Termination

In the event of termination of this Contract under Clauses 12.3.2 or 12.3.3:

- (i) the obligation of the Company to release any disbursement under the Grant shall terminate, provided that, the Company shall remain responsible to make payments due and outstanding for the Deliverables (draft or final) performed and delivered to the Company up to the date of termination unless such Deliverables, in the opinion of the Company reasonably exercised, are not meaningful or incapable of use on their own without the completion of the remaining Deliverables under the Project;
- (ii) subject to clause (i) above, [PARTY NAME] shall forthwith refund any sums disbursed under the Grant which have not been accounted towards a Deliverable (draft or final) accepted by the Company;
- (iii) [PARTY NAME] shall provide accurate and updated accounting records detailing all sums received under the Grant and their application towards the various activities comprised in the Project Portfolio;
- (iv) [PARTY NAME] shall forthwith return all Information provided by the Company and provide a written undertaking that no copies or other reproductions of the Information have been retained;
- (v) [PARTY NAME] shall execute and deliver all licenses, assignments, deeds and instruments as may be necessary to comply with the provisions of Clause 11 to the extent of any Developed IPR or Existing IPR in relation thereto capable of legal

recognition up to the date of termination and shall forthwith cease to use or make use of the Developed IPR; and

- (vi) [PARTY NAME] shall cease all contact with third parties on Company's behalf or in relation to the Contract and notify the Company (with details) of the then current status of all work-in-progress. [PARTY NAME] shall, upon request, co-operate with and afford the Company all such assistance as the Company may reasonably require to procure, where possible, the completion of the Project by a third party.
- (vii) In the event of termination of this Contract under Clause 12.3.3(ii), subject to [PARTY NAME] performing the duties listed in this Contract, the Company shall pay to [PARTY NAME] (i) all sums under the Grant then due and outstanding for completed Deliverables performed and delivered to the Company, (ii) such sum as shall be fair and reasonable for the work satisfactorily began and performed at the date of termination of the Contract and, (iii) the reasonable, additional costs directly incurred by [PARTY NAME] in terminating the Project which are notified to the Company within three (3) working days after the effective date of termination, such payment being in full and final settlement of any claim which [PARTY NAME] may have in respect of such termination. Termination of this Contract shall be without prejudice to the rights and obligations which accrued prior to the termination or which by their terms are intended to arise or operate upon or after termination

## **67. PERSONNEL**

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### **68. The Key Personnel**

- 69. If the Project Portfolio identifies (including by reference to the proposal for the Project) any personnel whose qualifications, skill or experience are integral to the approval of the Project by the Company, such personnel shall be referred to as the **"Key Personnel"**. For the purpose of this Contract Key Personnel mean Incubation Management Team proposed by [PARTY NAME] in the Project Proposal.
- 70. [PARTY NAME] shall ensure that the Deliverables are performed personally by the Key Personnel and that they observe and are bound by all provisions of this Contract.
- 71. [PARTY NAME] shall not change or replace any of the Key Personnel without the prior consent in writing of the Company, provided that, the Company shall be entitled to withhold its consent where the proposed change is likely, in the reasonable opinion of the Company, to have an adverse impact on the quality or timely completion of the Deliverables.

### **72. General**

- 73. The Company shall, subject to consultation with [PARTY NAME], be at liberty to object by notice in writing to [PARTY NAME] to any person used by [PARTY NAME] in the performance

of the Deliverables who shall, in the reasonable opinion of Company, misconduct himself / herself or be incompetent or negligent and [PARTY NAME] shall forthwith remove such person from the Project and provide an appropriate replacement and that person shall not be again used on the Project without the prior written consent of the Company.

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

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

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

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

**77. CONFIDENTIALITY**

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

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

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

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- (i) shall ensure that each Permitted Person is aware of and complies with the obligations of confidentiality set out in this Clause 14; and
- (ii) shall be vicariously liable for any breach of the obligations of confidentiality contained in the Contract by such Permitted Person and shall enforce such obligations at its own expense upon the request of the Company.

80. The obligations contained in this Clause 14 shall survive the termination or expiry of this Contract for a period of ten (10) years.

81. The obligations of confidentiality under this Clause 14 shall not apply to any Information, which:

- (i) at the time of receipt by the Receiving Party:
  - (a) is in the public domain or thereafter becomes part of the public domain; or
  - (b) is lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure, in each case, otherwise than in consequence of breach of the Contract. For the avoidance of doubt, possession of any Information by any

third party who is bound by similar obligations of confidentiality shall not constitute Information in the public domain;

- (ii) was lawfully obtained by the Receiving Party from a person (other than the Disclosing Party) under no obligation of confidentiality to the Disclosing Party in respect thereof;
- (iii) the Receiving Party is required to disclose by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a Court, arbitration or administrative tribunal in the course of proceedings before it provided that the Receiving Party shall, as soon as possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Information which is necessary to comply with the relevant order or requirement;
- (iv) the Disclosing Party has approved the release of by written authorization; or
- (v) the Receiving Party wishes to disclose to its professional advisers in connection with the interpretation or operation of the Contract or any dispute arising therefrom, provided that the Receiving Party shall ensure that such advisers are aware of and comply with the obligations of confidentiality set out in this Clause 14 and shall be responsible for any breach of the obligations of confidentiality contained in this Clause 14 by such advisors.

82. [PARTY NAME] agrees that it will not, without the prior written consent of the Company or as otherwise permitted by this Contract, disclose to any third party the nature or content of the Contract or the Deliverables. It shall fully indemnify the Company, without limit, against all losses, costs, damages and/or expenses (including legal fees on an indemnity basis) arising from any breach of this Clause 14.

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

#### 84. **FORCE MAJEURE**

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85. If either Party to this Contract is prevented or delayed in the performance of any of its obligations under this Contract by an event of Force Majeure and if such Party gives written notice thereof to the other party, promptly and without delay and in any case within two (2) working days of the occurrence of the event of Force Majeure or the affected Party becoming aware thereof, specifying the matters constituting the event of Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party so prevented or delayed shall be excused the performance as from the date of such notice for so long as such cause or delay shall continue and the respective dates for performance set out in the Project Portfolio shall

be extended on a day-for-day basis during the continuance of the event of Force Majeure. If the event of Force Majeure continue to have effect for a period of more than ninety (90) days the Party not claiming relief under this Clause shall have the right to terminate this Contract upon giving a notice of termination to the other Party, such notice to take effect fourteen (14) days after the date thereof, but such notice shall not take effect if the Party claiming relief gives notice within that period that the event of Force Majeure has ceased and that it is capable of resuming its performance under this Contract.

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86. For the purposes of this Contract, "event of Force Majeure" means any event or circumstance, or combination of events or circumstances, that that is beyond the reasonable control of a Party that materially and adversely affects the performance by that Party of its obligations under or pursuant to this Contract; provided that such event or circumstance, or combination of events or circumstances, shall not constitute an event of Force Majeure to the extent that it, or such material adverse effect, could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In particular, events of Force Majeure shall include, but not be limited to, strikes, lockouts, industrial action (that is widespread and not limited to the affected Party), civil commotion, riot, invasion, act of terrorism, war, threat of or preparation for war, fire, explosion, storm, flood, cyclone, typhoon, tornado, earthquake, subsidence, epidemic, pandemic or other natural physical disaster or political interference with the normal operation of the affected Party, provided that, Force Majeure shall not include the lack of financial means for the affected Party to perform its obligations under this Contract or events or circumstances that would have been reasonably foreseeable and capable of mitigation or prevention by the affected Party.

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87. **DISAGREEMENT & DISPUTE RESOLUTION**

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88. **Mediation by Expert**

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

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

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

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92. Within ten (10) days of issuance of the Dispute Notification, the Parties shall jointly agree upon and select an individual to act as the Expert under this Contract. However, in the event that the Parties are unable to agree upon an Expert acceptable to both parties, within the aforementioned time period, the process of mediation under this Clause 16.1 shall terminate and the affected Party shall be free to initiate arbitration proceedings against the other Party under Clause 16.2 hereunder.
93. The Parties shall promptly furnish to the Expert all information reasonably requested by such Expert relating to the particular Dispute. The Expert shall be required by the Parties to use all reasonable endeavors to render his decision within thirty (30) days following the referral of the Dispute to him. In the event of any Party's failure or refusal to furnish the information promptly to enable the Expert to give his decision within the afore-said time limit, the Expert shall note such refusal or failure and shall base his decision on the information made available, provided that, genuine reasons (as determined by the Expert) for the inability of a Party to furnish the requested information shall not be a cause for adverse inferences by the Expert against such Party. The Parties shall co-operate fully with the Expert to achieve a determination within the afore-said period of thirty (30) days.
94. Each Party shall bear its own costs incurred in the process of mediation, provided that, the fees of the Expert shall be borne by the Company.

95. **Arbitration**

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If the Parties cannot agree upon the selection of an Expert under Clause 16.1.4, hereinabove or a Party is dissatisfied with the decision of the Expert, such Party may refer the Dispute for resolution through arbitration by a sole arbitrator appointed with the consent of both Parties or, if the Parties cannot agree on the appointment of a sole arbitrator, then by two arbitrators, one to be appointed by each Party and, in case of disContract between them, by an umpire who shall be appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators or the umpire, as the case may be, shall be final and binding upon the Parties. The place of arbitration shall be Islamabad and shall be held in all respects in accordance with the Arbitration Act, 1940 or any statutory modification or re-enactment thereof.

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96. **MISCELLANEOUS**

97. **Publicity / Media Releases**

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

98. Remedies Cumulative

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

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99. Notices

All notices and documents required to be given under this Contract and all other communications between the Parties hereto with respect to this Contract shall be in writing and may, at the option of the sender, be sent by hand, registered post, courier or other postal services, telex or facsimile at the addresses given below (or to such other addresses or numbers as notified by the parties hereto in accordance with this Clause):

**If to Company:** GM Projects

**If to [PARTY NAME]:** Director SCM

45 A NOTICE OR COMMUNICATION GIVEN PURSUANT TO THIS CONTRACT SHALL BE DEEMED TO BE SERVED AND RECEIVED BY THE ADDRESSEE:

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

100. Waiver

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

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101. Severability

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

**102. Amendment:**

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

**103.**

**104. Sufficiency of Project Documents**

The Project Documents set forth the entire Contract and understanding between the Parties as to the subject matter of this Contract and merge all prior discussion between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Contract other than as expressly provided in the Project Documents or subsequent to the date hereof set in writing and signed by a proper and duly authorized representative of the Party to be bound thereby. The Project Documents supersede any prior Contract between the Parties whether written or oral and any such prior Contract is cancelled as at the Effective Date.

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**105. Governing Law and Jurisdiction**

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

**106. Time of the essence**

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

**107. Further Assurances**

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

**108. Assignment**

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

**109. Successors**

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

**110. Independent Contractors**

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

111. Indemnity

[PARTY NAME] shall defend, indemnify and hold the Company, its officers, employees and agents harmless from and against any and all liability, loss, damages, expense, costs, fees, charges (including reasonable lawyer's fees) or claims for personal injury or death, caused by or arising out of the negligent or intentional acts or omissions of [PARTY NAME], its officers, agents, employees or independent contractors employed by [PARTY NAME].

112. Personal Liability

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

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

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

By:

Title: Chief Executive Officer

CNIC:

Date: \_\_\_\_/\_\_\_\_/2022

**Signed for & on behalf of [PARTY NAME]**

By:

Title: CEO/MD/Head

CNIC:

Date: \_\_\_\_/\_\_\_\_/2022

**Witness - 1**

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

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

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

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

**Witness – 1**

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

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

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

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.***

DRAFT

**DRAFT NON-DISCLOSURE AGREEMENT**

**DRAFT NON-DISCLSURE AGREEMENT**

BETWEEN

NASTP (ACPPL) / Ignite - National Technology Fund

AND

[PARTY NAME]

Dated \_\_\_\_\_

[ON RUPEES 150 STAMP PAPER]

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (herein referred to as this "**Agreement**") is entered into on this \_\_\_\_\_ day of March, 2022.

### BETWEEN

**Aviation City Pakistan (Pvt.) Limited**, a company incorporated under the laws of Pakistan, having its registered office at Air Headquarters, E-9 Islamabad Pakistan, herein referred to as "**ACPPL**", which expression shall, wherever the context so permits, mean and include its affiliates, subsidiaries, successors in interest and assigns of the **FIRST PART**.

### AND

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

(ACPPL and Bidder herein referred to individually as the "**Party**" and collectively as the "**Parties**")

### WITNESSTH:

**WHEREAS**, ACPPL is incorporated to, *inter alia*, develop an Aviation City in Pakistan (herein referred to as the "**Project**") including the establishment of a National Aerospace Science and Technology Park (**NASTP**) therein.

**WHEREAS**, firm provides consultancy services to conduct economic and corporate studies and has the resources, capability and a team of highly qualified experienced experts.

**WHEREAS**, ACPPL is interested to hire the services of firm for provision of consultancy services to conduct economic and corporate studies at National Aerospace Science and Technology Park (NASTP), Kamra.

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

**WHEREAS**, bidder is interested in providing the required services and agreeable to protecting ACPPL's Confidential Information.

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

## **DEFINITIONS**

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

- (a) **"Business"** shall mean any and all aspects of the business being conducted, planned to be conducted or contemplated to be conducted by ACPPL, including but not limited to the development of the Project and the establishment of NASTP.
- (b) **"Confidential Information"** shall mean and include all information, knowledge and data, whether in a tangible or intangible form, or whether transmitted orally, electronically or in written form, concerning (i) business, financial or technical information, (ii) the business plans, strategic plans, operations, practices, concepts, ideas, research, techniques, methods, and procedures of ACPPL, (iii) the know-how developed, used, and contemplated for use in connection with the Business, and (iv) such other information, in any form whatsoever, containing or otherwise reflecting information about ACPPL, which ACPPL treats as proprietary and confidential.
- (c) **"Representatives"** shall include a party's shareholders, directors, officers, employees, agents, advisors and bidders, including legal counsel, accountants and financial advisors.
- (d) **"Transaction"** shall include a possible business relationship, contract, or transaction which may at some future date be entered into by the parties.

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

2.1. Bidder acknowledges that the Confidential Information belongs to ACPPL and has been obtained by ACPPL at great cost and is of great value to ACPPL. Bidder further acknowledges that it has or will become privy to the Confidential Information by virtue of this Agreement with ACPPL.

- 2.2. For as long as bidder is in possession of any Confidential Information, bidder shall hold and maintain it in strict confidence, and shall not directly or indirectly use, divulge, furnish or make accessible to any person or entity not expressly authorized by ACPPL to receive such information.
- 2.3. In the event bidder or anyone on bidder's behalf are served with or subject to a legal demand, legal obligation, court order or request for disclosure of any Confidential Information, bidder shall provide ACPPL with notice as soon as practicable and use its best efforts to oppose and/or adjourn any such disclosure and to afford ACPPL the opportunity to oppose such disclosure lawfully.
- 2.4. Bidder agrees that the terms of this Agreement are confidential and may not be disclosed to any third party other than its legal and financial advisors who shall in turn agree not to disclose the terms to any third party.
- 2.5. The fact that Confidential Information has been disclosed to a limited number of outsiders by ACPPL shall not deprive the information, knowledge or data of its proprietary or confidential status.
- 2.6. Information exchanged by the parties prior to the commencement date shall be deemed to be Confidential Information and protected by this Agreement.
- 2.7. Bidder acknowledges that all the Confidential Information obtained by it or submitted or transmitted to it by ACPPL in any form shall be held in trust by bidder and utilized only for the purpose it is intended.
- 2.8. It is clearly understood and expressly agreed by bidder that it will not copy or retain any Confidential Information and shall forthwith return the same to ACPPL upon the expiry or termination of any business relationship between the parties. Bidder shall, however, continue to be bound by the non-disclosure obligations until the termination of this Agreement in accordance with its terms.

## **EXCEPTIONS**

- 3.1. The obligations with respect to handling and using Confidential Information as set forth in this Agreement are not applicable to information which is:
  - (a) In the public domain or becomes common knowledge within the industry (other than through a violation or breach of this Agreement or violation or breach of any other obligation of confidentiality by any person or entity); or
  - (b) known to Bidder prior to disclosure by ACPPL, as evidenced by competent written proof; or

- (c) independently developed by bidder without breach of this Agreement by bidder ; or
- (d) obtained by bidder from third parties who obtained such information (other than through a violation or breach of any agreement or other obligation of confidentiality); or
- (e) disclosed as required by governmental decree, law or statute or judicial decree or order subject to the terms of this Agreement.

**3.2.** If bidder intends to use, publish or otherwise disclose any Confidential Information in reliance upon paragraph 3.1(e) above, it shall:

- (a) Give prompt notice of such request to ACPPL so that it may seek an appropriate protective order or other appropriate remedy; and
- (b) cooperate with ACPPL to obtain such protective order or other appropriate remedy.

#### **PRIVACY AND DATA PROTECTION**

**4.1.** Both Parties shall comply fully with all applicable Pakistani laws and regulations regarding privacy and data protection, and without limiting the generality of the foregoing, each Party shall:

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

agree to defend and advocate the lawfulness of the transfer of Personal Information to bidder pursuant to this Agreement through available means of dispute resolution as provided for by applicable privacy legislation.

## **NO OBLIGATION**

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

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

## **ENFORCEMENT AND REMEDIES**

- 7.1.** Bidder acknowledges that any breach or violation (or threatened breach or violation) of this Agreement by bidder or its Representatives would result in immediate and irreparable injury to ACPPL for which ACPPL will not have any adequate remedy at law. ACPPL shall be entitled, in addition to all other remedies, to a temporary and permanent injunction and/or decree for specific performance of the terms of this Agreement, without the necessity of showing any actual damages, posting a bond or furnishing other security.
- 7.2.** Bidder agrees to take such reasonable actions as ACPPL considers necessary or desirable against any of bidder Representatives in the event such Representatives breach (or threaten to breach) the provisions of this Agreement.
- 7.3.** The right to take reasonable action is in addition to all other rights or recourses available to ACPPL by contract or at law, as a result of any breach or violation of this Agreement by bidder or any of its Representatives.
- 7.4.** In any action in which ACPPL obtains a preliminary or permanent injunction or any other relief, ACPPL shall be entitled to a judgment or award for reimbursement of its legal costs, including but not limited to reasonable attorneys' fees.
- 7.5.** bidder agrees to indemnify and hold ACPPL and its Representatives harmless from any damages, costs, expenses, loss or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information, or any other breach or violation of this Agreement by bidder or its Representatives.
- 7.6.** No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, option, power or privilege.

#### **ENTIRE AGREEMENT**

- 8.1.** This Agreement represents the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior agreements, understandings, discussions, negotiations, representations and correspondence made by or between them.
- 8.2.** This Agreement may be amended, modified, waived or terminated only by way of a supplemental agreement signed by the parties.
- 8.3.** All of the WHEREAS recitals set forth at the beginning of this Agreement are integral parts of this Agreement and are incorporated into this Agreement by reference.
- 8.4.** The titles and headings of this Agreement and all sections of this Agreement are for purposes of convenience only, form no part of this Agreement, and shall not be used in interpreting this Agreement.

#### **SEVERABILITY**

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

#### **NOTICES**

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

**In respect of ACPPL:**



**Aviation City Pakistan (Pvt.) Ltd., Rawalpindi**

**In respect of bidder :**

**M/s Name & Address of Firm**

**GOVERNING LAW**

**11.1.** This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

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

**For ACPPL**

**For BIDDER**

\_\_\_\_\_

\_\_\_\_\_

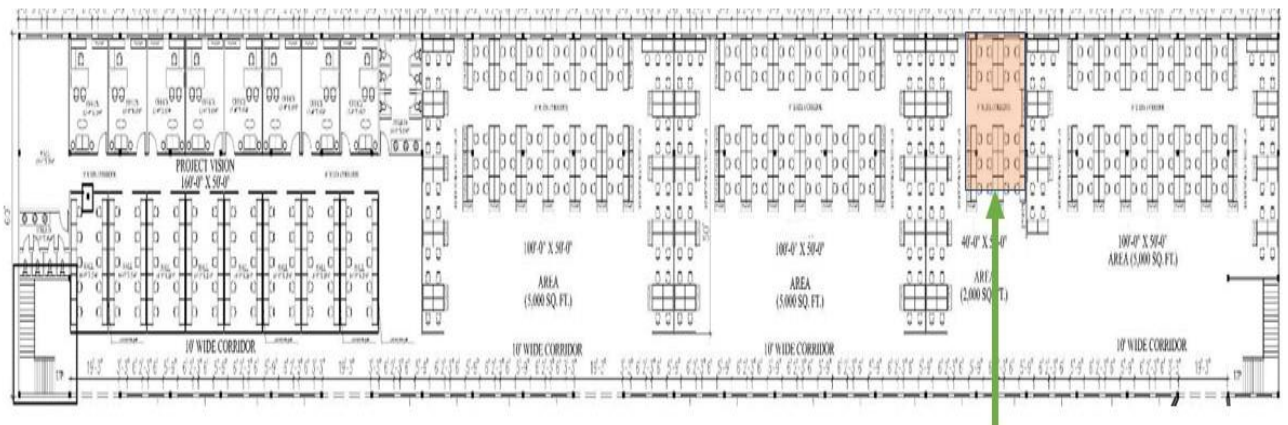
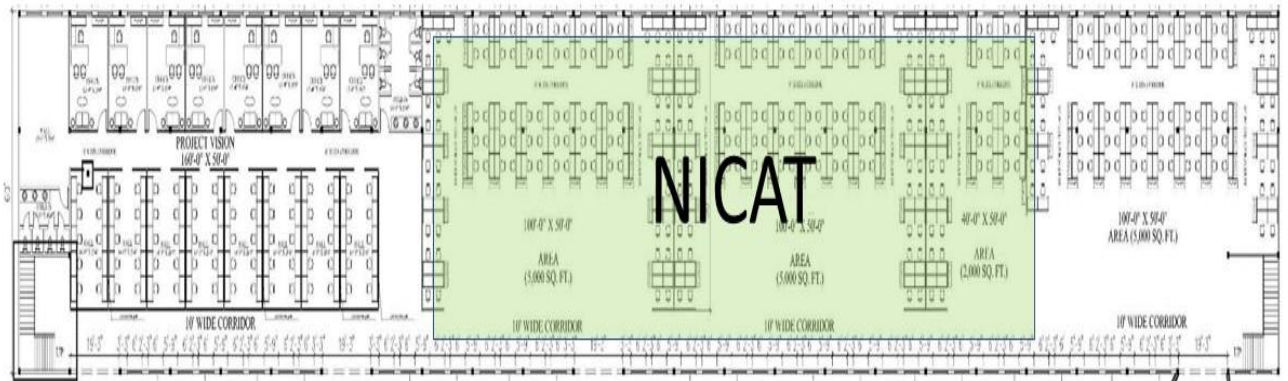
**Mr. \_\_\_\_\_**

**Appointment**

**M/s Name & Address of Firm**

<b>Witness:</b>		<b>Witness:</b>
_____		_____

## 50 ANNEXURE E



**Alpha - 4 (Ground Floor)**

Computer Lab- Approx.  
area 1000 Sq Ft

## 51 ANNEXURE E-1

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Processor Core i7-(Latest Gen), PU cooler Dual, CPU Coller Dual Radiator Air Coolers, 6 Heat pipes, (4.6 x 4.3 x 6.5”), 1,800 RPM, Mother Board: ATX motherboard with DDR4 4999 MHz & Dual M 2 SATA 6 Gbps, Graphic Card 5 GB GDDRS, 140 GB/s bandwidth, Pascal GPU with ‘1024 CUDA Cores (4xD.P.), RAM: Qty 01 X 16 GB DDR 4 DRAM 26666MHz Memory Kit, XMP 2.0, Hard Driver: Qty 01 X 1 TB SATA 2.5” SSD, 550 M9/s read and 520 M8/s write + Qty 01 X 512 GB M2 Internal SSD (3500 MB/s Read, 2100 MB/s Write) + Qty 02X 32 GB NVMe 3.0 Memory Modules + Qty 01 X 4 TB HDD, 256 MB Cache, SATA 6 Gb/s 3.5”, 7200 RPM, Enterprise class, Powre Supply 750 Watt, ATX 12 V Version V 2.4, Power Supply, Chassis ATX Full-Tower, 6 X Drive Bays 3.5” , 3 X 140 mm fans, Mouse & Keyboard, Standard wired Mouse & Keyboard, LED: Qty 02 x 27 IPS UHD Display (1 HDMI ‘1.4 1 MHL 2.0 / HDMI 14 Display Port 1.2, 1 Mini display port), Warranty: 03 Year OEM

**OR EQUIVALENT**