



Ministry of Information Technology & Telecom
Government of Pakistan



REQUEST FOR PROPOSAL (RFP)

Study for Assessment of Pakistan's Startup & Freelancing Ecosystems

No.: IGNITE/SRIP/2021-22/0037/Proc

Date of issue: November 19, 2021

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

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

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

1 Mandatory Eligibility Criteria Checklist

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

#	Mandatory Eligibility Criteria Checklist	Mark <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 bid being submitted as consortium/Joint Venture (JV), attach consent letter of each partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.	
6.	Original affidavit (not older than one month at the time of proposal submission)) on Stamp Paper(s) of worth PKR 100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by Public Procurement Regulatory Authority (PPRA), Government, Semi-Government, Private, Autonomous body or any other international organization.	
7.	Original affidavit (not older than one month at the time of proposal submission)) on Stamp Paper(s) of worth PKR 100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.	
8.	<u>Two separately sealed envelopes:</u>	

	<p><u>Envelope #1 shall clearly bear the name “Technical Proposal – Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems”</u></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft copy of the original technical proposal in USB. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical Proposal is not a mandatory requirement.</p>	
9.	<p><u>Envelope #2 shall clearly bear the name “Financial Proposal – “Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems”</u></p> <p>Financial Proposal in hard copy must be submitted with one soft copy of the same in USB. Soft copy must be in MS Excel format. (The hard copy and soft copy of Financial Proposal must be sealed in Envelope # 2 and should not be part of Technical Proposal in any form).</p> <p>Bid Security in a separate sealed envelope, shall be enclosed in Envelope for Financial proposal</p>	
10.	<p>Affidavit on letter head that bid security in the required form and manner is enclosed with the financial proposal.</p>	

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

2 Definitions

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

Agreement	A written agreement to be concluded between Company and the Successful Bidder. (Draft Agreement Annexure B) .
Bidder	A firm, agency, party or consortium which will submit proposal in response to this RFP.
Company	IGNITE – National Technology Fund, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at 3 rd Floor, Telecom

	Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan.
Consortium /Joint Venture	Consortium is an association of more than one legal entity, which have come together to jointly respond to the RFP. A Joint Venture is an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
Date of Issue	The date on which the RFP titled “Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems” is issued by Company to solicit bids from potential bidders.
DigiSkills.pk	A project of the company (www.digiskills.pk) under which more than a million freelancing related trainings have been imparted.
Freelancing Ecosystem	All key stakeholders including but not limited to clients outsourcing the work, online marketplaces and web based platforms, individual freelancers, relevant Government agencies etc.
Freelancer	An individual who is not employed fulltime and is providing his/her services to remote clients via internet through online marketplaces and other direct/indirect online mediums.
ICT	Information Communication Technology.
IT	Information Technology.
Lead Bidder	The lead bidder is the lead entity, in case of consortium or joint venture that is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.
National Incubation Centers (NICs)	A network of 5 Incubation Centers established by Ignite i.e. National Incubation Center (NIC), Islamabad; National Incubation Center (NIC), Lahore; National Incubation Center

	(NIC), Peshawar; National Incubation Center (NIC), Karachi & National Incubation Center, Quetta.
Startup	Startup, for this study, is an entity incorporated or registered in Pakistan by Securities and Exchange Commission of Pakistan (SECP) not prior to five years with annual turnover less than Rs. 100 million in any preceding financial year with experience in working on commercialization of technology or intellectual property driven products, process or services.
Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems	A request for proposal by Company to solicit bids from potential bidders for the study as defined in this document.
Successful Bidder	A bidder who has been awarded the contract pursuant to the RFP titled “Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems” and who shall be responsible for carrying out the study as per the requirements laid down in this document and in agreement.
Terms of Reference (ToR)	The description of formal work & activities under the “Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems” to be completed by the Successful Bidder in accordance with the Agreement signed between Successful Bidder and the Company.

3 Ignite

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

4 Instructions for Bidders

This document contains all the information pertinent to this solicitation, and governs the preparation and submission of Proposals. The technical & financial forms to be filled by Bidder

for this assignment are annexed with this RFP document. Proposals must be submitted by the deadline stipulated in this RFP, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the section titled **Instructions & Information for Bidders**. Proposals will be evaluated by bid evaluation committees constituted by the Company. Selection of Bidders will be on Quality and Cost Based Selection methodology as provided in the Bidding Document.

5 Bidding Document

5.1 Contents

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

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

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

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

6 Preparation of Proposal

6.1 Language of the Proposal

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

6.2 Proposal Currency

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

6.3 Period of Validity of Proposal

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

6.4 Supporting Documents

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

6.5 Cost of Preparing Proposal

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

6.6 Proposal Documents

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

Technical Proposal

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) Firm/Bidder Profile - *Form B2*
- d) Experience of the Firm/Bidder
 - Relevant Experience of the Firm/Bidder *Form B3-1*
 - General Experience of the Firm/Bidder *Form B3-2*
- e) Separate Design Document, Proposed Approach and Research Methodology *Form B4*
- f) Project Management Team Members - *Form B5*
- g) Composition of Project Management Team (Key Experts) – *Form B6*
- h) Roles & Responsibilities of Consortium/JV Partners etc.– *Form B7*

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

<p>Team proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant <i>Forms</i>. CVs should provide details of projects undertaken and completed by the individual.</p> <p>Technical Proposal should not contain any financial information. <u>Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.</u></p>
<p>Financial Proposal</p>
<p>Financial Proposal must consist of the following:</p> <p>a) Financial Proposal submission Form– <i>Form C1</i> b) Summary of Cost – <i>Form C2</i></p>
<p>Bid Security</p>
<p>The Financial Bids must be accompanied with the bid security @ 1% of the total bid in the form of Call Deposit/Bank Draft (refundable) drawn in favor of IGNITE- National Technology Fund (FTN/NTN: 2939308-6). Any reference of the bid security in the Technical Bid will lead to disqualification. However, all bidders are required to submit an affidavit on letter head along with Technical Bid that earnest money in the required form and manner is enclosed with the financial proposal.</p>

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

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

6.7 Taxes

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR.

6.8 Format and signing of Proposal

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

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

7 Submission, Receipt, and Opening of Proposal

- 7.1 Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure A.
- 7.2 The original Proposal shall contain no interlineations or overwriting. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form B1 & C1) in separate envelopes.
- 7.3 The Bidder's Organization Head or an authorized representative on his/her behalf should initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 7.4 Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 7.5 Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 7.6 One **USB** containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 7.7 The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" followed by the name of the assignment "*Study for Assessment of Pakistan's Startup & Freelancing Ecosystems*" and the name of **Bidder**. Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment "*Study for Assessment of Pakistan's Startup & Freelancing Ecosystems*" and the name of **Bidder**, with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". The envelopes containing Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document, and the name of the

Bidder, and clearly marked “**DO NOT OPEN BEFORE SUBMISSION DEADLINE**”. Company shall not be responsible for misplacement, losing or premature opening of the outer envelope if not properly sealed and marked as stipulated. Such negligence may result in rejection of the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejection of the Proposal.

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

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

7.9 Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.

7.10 Any Proposal received by the Company after the deadline for submission shall be returned unopened.

7.11 Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable PPRA rules and the stipulations contained in this document.

7.12 Company shall open Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company and will be opened as per the tentative timeline specified elsewhere in this document.

7.13 Key Activities & Timeline

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

The schedule of activities is as follows:

#	ACTIVITY/MILESTONE	TIMELINES
1	RFP Issuance	November 19, 2021
2	Deadline for receiving queries / questions	November 29, 2021 05:00 pm
3	Response to queries/questions related to RFP	December 03, 2021
4	Pre-Bid Conference (venue to be decided later)	December 06, 2021
5	Proposal Submission Deadline	December 13, 2021 03:00 pm
6	Opening of Technical Proposals (in front of Bidders present at Ignite, 3 rd floor, TF Complex, 7 Mauve Area G-9/4 Islamabad)	December 13, 2021 03:30 pm
7	Opening of Financial Proposals (in front of Bidders present at 3 rd floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBD*
8	Award/Signing of Agreement	TBD

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

8 Proposal Evaluation

8.1 From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidder's Proposal. However, the Company may contact the Bidder for seeking clarification of any aspect of Technical Proposal or demand any missing information.

- 8.2** Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 8.3** Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

9 Evaluation of Technical Proposals

- 9.1** During the technical evaluation no amendments in the Proposals shall be permitted. Each responsive Proposal will be given a technical score. If Proposal fails to achieve the minimum qualifying technical score indicated in the RFP document, it will not qualify for financial evaluation stage Bidders who obtain at least 189 out of 270 marks in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.
- 9.2** Financial Proposals of those Bidders obtaining less than 189 marks out of 270 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate Technical Proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Sub Marks	Total Marks
I.	Firm/Bidder Profile (Registered age, and Financial position) – (Form B2)		10
	1. Registered Age (Lead Bidder)	5	
	a. 7 + Years (5 Marks)		
	b. 3 to 7 Years (3 Marks)		
	c. Less than 3 Years (1 Mark)		
	2. Financial Position (Lead Bidder)	5	
II.	Relevant & General Experience of the Firm/Bidder - (Form B3-1 to B3-2)		50
	1. Experience of conducting assessment studies of similar nature as scope outlined for this project.	20	
	a. 2 Marks per local Study/Research Project for maximum up to 10 Marks		

	<ul style="list-style-type: none"> b. 2 Marks per International Study/Research Project for maximum up to 10 Marks <p>2. Experience of conducting assessment studies of general nature somewhat similar to scope outlined in this project.</p> <ul style="list-style-type: none"> a. 2 Marks per local Study/Research Project for maximum up to 20 Marks b. 2 Marks per International Study/Research Project for maximum up to 10 Marks 	30	
III.	<p>Proposed Approach & Research Methodology, Understanding of the Terms of Reference, Proposed Work Plan – (Form B4)</p> <ul style="list-style-type: none"> 1. Proposed Process, Research Methodology & Design & Project Plan <ul style="list-style-type: none"> a. Completeness in Understanding of Project Requirements & Terms of Reference b. Proposed Research Methodology & Design, Approach c. Project Execution Plan, including Project Time Management, Quality Assurance Plan, & Risk Management Plan etc. 	20 50 30	100
IV.	<p>Qualification and Competence of the proposed Project Management Team (Form B5, B6)</p> <ul style="list-style-type: none"> 1. Proposed Project Lead <ul style="list-style-type: none"> a. Total Years of Education <ul style="list-style-type: none"> i. 18 Years & above (5 marks) ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) b. Past Experience of Leading & Managing Research Project & Studies <ul style="list-style-type: none"> i. > 7 years (5 marks) ii. 3- 7 year (2.5 marks) iii. Less than 3 Years (1 mark) c. Research Publications & Reports Published <ul style="list-style-type: none"> i. > 20 (5 marks) ii. 11 – 20 (2 marks) 	20	95

	<ul style="list-style-type: none"> iii. 5-10 (1 mark) d. Total Work Experience <ul style="list-style-type: none"> i. > 7 Years (5 marks) ii. 3- 7 Years (2 marks) iii. Less than 3 Years (1 mark) <p>2. Proposed Startup Ecosystem Expert</p> <ul style="list-style-type: none"> a. Academic Qualification <ul style="list-style-type: none"> i. 18 Years & above (5 marks) ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) b. Relevant Work Experience <ul style="list-style-type: none"> i. > 7 years (10 marks) ii. 3- 7 Years (7 marks) iii. 1- 3 Years (4 marks) <p>3. Proposed Freelancing Ecosystem Expert</p> <ul style="list-style-type: none"> a. Academic Qualification <ul style="list-style-type: none"> i. 18 Years & above (5 marks) ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) b. Relevant Work Experience <ul style="list-style-type: none"> i. > 7 years (10 marks) ii. 3- 7 Years (7 marks) iii. 1- 3 Years (4 marks) <p>4. Proposed Legal Research & Analysis Expert</p> <ul style="list-style-type: none"> a. Total Years of Education <ul style="list-style-type: none"> i. 18 Years & above (5 marks) ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) b. Past Legal Practice, Research & Analysis Experience, preferably in areas similar to assignment (10 marks) <p>5. Proposed Banking/Investment Expert</p> <ul style="list-style-type: none"> a. Total Years of Education <ul style="list-style-type: none"> i. 18 Years & above (5 marks) 	<p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p>	
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	<ul style="list-style-type: none"> ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) <p>b. Past Banking & Finance, Research & Analysis, Investment Experience, preferably in areas similar to assignment (10 marks)</p> <p>6. Proposed Taxation & Regulatory Framework Expert</p> <ul style="list-style-type: none"> a. Total Years of Education <ul style="list-style-type: none"> i. 18 Years & above (5 marks) ii. 16 Years to less than 18 Years (2.5 marks) iii. Less than 16 Years (0 mark) b. Past Taxation, Regulatory, Research & Analysis Experience, preferably in areas similar to assignment (10 marks) 	15	
V.	Presentation by Bidders (Mandatory) Presentation of all proposed aspects of the project outlined in Evaluation Criteria as mentioned Sections (I – IV) above.	15	15
	Total Marks		270
	Minimum Qualification Marks Required (70%)		189

10 Financial Proposals

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

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

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

11 Combined Score

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

12 Availability of Project Lead, Startup Ecosystem, Freelancing Ecosystem, Legal Research & Analysis, Banking/Investment, and Taxation & Regulatory Experts

- 12.1** The Successful Bidder is bound to propose above mentioned experts in Technical Proposal. In case of non-availability of any proposed expert during the Agreement term period, the Bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the request for change.

12.2 No member of the proposed team should be part of team in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

13 Award of Agreement

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

14 Confidentiality

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

15 Conflict of Interest

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

a. Conflicting assignments

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

b. Conflicting Relationships

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

- Current employees of the Company shall not work as and for the Bidder.

16 Fraud and Corruption:

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

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

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

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

17 Clarification Request/Amendment

17.1 The Bidder can request a clarification in the RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company’s e-mail address indicated in the RFP document. The

Company will respond in writing or by standard electronic means as mentioned in the table of activities and will place responses on the Company's website under FAQ's for understanding of all potential Bidders after December 03, 2021.

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

PART B - TERMS OF REFERENCE

18 Background & Introduction

- 18.1** In today's world, latest advancements in technology are creating an unprecedented impact on our existing socio-economic systems. The key to this development is technology based startups, with their innovative products and services, having potential to create value for sustainable economic growth. Successful implementation of ideas and innovations are essential for a technology based startups to succeed. However, startups can only become sustainable and create a meaningful impact, if they are provided with an enabling environment conducive for nurturing and growth of these promising enterprises.
- 18.2** All around the globe, the prime focus of countries has been to institute policy measures and introduce incentive packages for startups for promotion of their growth, development and to remove any key hurdles that impact their development. Similarly, key challenges faced by startups are also analyzed in detail so that a coherent strategy could be developed to meet those challenges. For example, the UK provides tax write offs for investors and reduced tax rates for capital gains.
- 18.3** Similarly, advent of new ICT technologies has opened myriad new possibilities for knowledge workers across the globe by enabling them to provide their services remotely to clients. By leveraging these ICT technologies, a new on-demand economy is being created, where professional activities broken into discrete assignments and offered to a virtual cloud of aspiring workers. This industry, often referred to as online outsourcing or freelancing. Major chunk of this online outsourcing industry is being taken by individuals having necessary & relevant skills required to complete such temporary assignments and project or contract-based work. Millions of freelancers around the world are tapping into the opportunity and earning money while working from the comfort of their homes. This trend is expected to grow as the creative destruction caused by fourth industrial wave continues to disrupt business processes and models.
- 18.4** Since past few years, significant development in Pakistan's entrepreneurial eco-system has taken place with increasing support and focus through impact-oriented policy initiatives by the Government, both at Federal & Provincial levels. Many public and private sector stakeholders have started playing an active role to further improve the entrepreneurial ecosystem. Establishment of network of National Incubation Centers (NICs) by Ignite, is one of the fundamental developments that further spared the growth of entrepreneurial activity in Pakistan. Similarly, there has been also increase in venture funding and investment which also is a very significant sign of development. Despite all these efforts and activities, Pakistan continues to have an emerging business-enabling environment, in large part due to the regulatory barriers for businesses and investors. If provided with right policies and regulatory frameworks, technology-based startups can

make a meaningful impact on socio-economic conditions in Pakistan specifically by creating millions of jobs in addition to creating value in our economy. This makes it imperative for Government of Pakistan to take strategic initiatives and outline evidence-based policies for development our entrepreneurial eco-system and promotion of startups. This will not only give more credence to outlined policies, but will also increase chances of their successful implementation. However, one key challenge in outlining such evidenced policies is lack of key data and information which gives key insights to policy makers.

- 18.5** Pakistan is among the top freelancers providing countries with estimated registered number of online freelancers ranging in several hundreds of thousands. Most of the work done is for international clients; therefore, money earned by them is brought into the country, mainly as foreign remittances. While accurate data on money brought by freelancers is not available but it's expected that in FY2020-21, \$ 300 Million to \$ 400 Million exports by freelancers will be recorded. This amount is just a fraction of the country's potential as, with its large population, increasing internet connectivity, broadband penetration, young & educated youth, thousands of IT graduates and million plus enrolled university students, Pakistan can increase the number of freelancers as well as foreign exchange to the country manifold.
- 18.6** In addition to the startup ecosystem, freelancing ecosystem also got strengthened by multiple initiatives taken by Government at federal and provincial level as well as by private sector. DigiSkills.pk is the flagship project of Ignite which is equipping existing and new freelancers with knowledge, skills, tools & techniques necessary to seize the opportunities available internationally in online jobs market places and also locally. DigiSkills.pk has trained more than 1.7 Million trainees in 10 Digital Skills across the country in almost two and a half years. DigiSkills.pk trainees have started earnings from multiple online freelance marketplaces like fiverr, guru, Upwork, etc. as well as from direct clients. Local market is also one of the sources of earning for these trainees. Total amount estimated to be earned till date by DigiSkills.pk trainees is more than US\$ 200 Million, which is expected to cross US \$300 by end of 2021.
- 18.7** Therefore, in view of above, Ignite envisages outsourcing an in-depth assessment study of Pakistan's startup & freelancing ecosystems to have a detailed insight and knowledge about its existing state.

Startup Ecosystem: The study will further enable us to gather key data and insights to understand the existing state of Pakistan's startup ecosystem in addition to knowing efficacy of key initiatives being taken with respect to their impact on our ecosystem. The study will also help to identify key strengths and also major gaps of startup ecosystem so that relevant policy measures and regulatory incentives required for growth and development our technology-based startups may be outlined and

recommended. The major output of the study will be a comprehensive set of proposed policy measures and regulatory incentives, with justifications, for promotion, growth and development of technology-based start-ups in particular and overall development of entrepreneurial ecosystem of Pakistan in general.

Freelancing Ecosystem: The study will analyze and assess the current state of freelancing ecosystem based on multiple key areas like human capital, training opportunities, taxation, legal requirements etc. The study will highlight the impediments and propose necessary recommendations for development and growth of freelancing ecosystem of Pakistan. In addition to the above, the major output of the study will be the impact assessment of DigiSkills.pk Training Program on country's overall freelancing ecosystem.

19 Objectives of Study

Startup Ecosystem:

The main objectives of this assignment are:

- a. To conduct a comprehensive assessment of Pakistan's startup ecosystem to understand its evolution, key support generally available for startups, identification of gaps for its redressal through relevant policy measures, and highlighting critical components & growth drivers necessary for success of startups in Pakistan.
- b. To compare our regulatory frameworks with existing international models and to identify the inherent gaps in our measures and to propose necessary measures to remove those gaps. To draw on and share the global best practices of regulation, operation and benchmarks that facilitate growth of startups.
- c. To develop comprehensive policy, measures, regulatory incentives, packages for promotion tech startups, both software and hardware based, aimed at facilitating and nurturing the startup eco-system at national level, and **incentives for investments from local and foreign sources** including VCs, Angels & other relevant funding bodies.
- d. To **provide justification for proposed measures** with reference to similar measures in other countries, similar measures undertaken for other sectors in Pakistan, employment generation, revenue generation, and investment generation.
- e. To analyze performance **of key Incubators/Accelerators and identify potential gaps/factors critical for their success/failure** including but not limited to curriculum, mentoring, coaching staff, infrastructure, outreach, revenue generation, access to capital/investments, etc.

- f. To study global startup and incubation/acceleration ecosystems in **Silicon Valley, Singapore, Bangalore, etc.** and create a **comparison** with the ecosystem in Pakistan
- g. To provide a comprehensive analysis for future needs of development of new incubators and **identify top 20 cities of Pakistan in terms of entrepreneurial potential.** (effectively 15 cities because Ignite has established NICs in 5 of them already.)

Freelancing Ecosystem:

The main objectives of this assignment are:

- a) To conduct a comprehensive assessment of Pakistan's freelancing ecosystem by exploring its evolution, current state, future, opportunities, threats, weakness and strengths.
- b) To assess the impact of DigiSkills.pk training program on overall freelancing ecosystem and exports of Pakistan.

20 Terms of Reference

Startup Ecosystem

- 20.1** The Successful Bidder is expected to provide, inter alia, the following services:-A comprehensive analysis & assessment of Pakistan startup ecosystem & identification of evolving needs of startups
- 20.2** To identify, measure and analyze the progress of Pakistan startup ecosystem in each of the key factors including human capital, support programs available for startups, training & mentorship programs, Incubators/Accelerators, Access to Capital, other support available for startups
- 20.3** To identify the baseline for Pakistan startup ecosystem on basis of various factors of its ecosystem & its current state.

- 20.4** To identify the top 20 cities of Pakistan excluding the capitals in terms of technology entrepreneurship potential based on this study with names and products/services of startups in these cities
- 20.5** To measure & analyze various kind of existing support available for startups both by Government and Private sector and a comprehensive analysis in terms of their efficacy and identification of key gaps in the ecosystem & proposed interventions for their solution.
- 20.6** To analyze the various Incubation/Acceleration support programs available for Pakistani startups including NICs, ORICs/TICs, private sector incubators, and coworking space and measure their efficacy and identification of future needs of such programs. While providing policy recommendations, bidder is expected to provide a comprehensive analysis for future need of development of New Incubation Centres in 2nd tier cities of Pakistan and identify top 20 cities of Pakistan excluding the capitals. The bidder should also identify relevant verticals for future NICs.
- 20.7** Focus groups, with all relevant stakeholders, including inter-alia, chambers of commerce in Karachi, Lahore & Islamabad, Peshawar and local investors/angels, and Venture capital association of Pakistan (VCAP), startups, incubators/accelerators etc. to identify their perception of Pakistani startups and factors which will make them improve investment in startups.
- 20.8** To identify the availability of access to capital to startup in terms of their needs in both local & international markets and to recommend measures for improving access to capital for Pakistani startups in both local and foreign markets.

20.9 Analysis of Existing Regulatory Framework

- 20.9.1** Identification of all existing legislations, laws, rules and regulations that are relevant to startups and entrepreneurial eco-system of Pakistan.
- 20.9.2** Performance of complete gap analysis of existing regulatory framework for identification of the deficiencies in existing laws, rules and regulations which impact the growth of startups.

20.9.3 Preparation of complete set of recommendations for necessary amendments in existing laws regulations, rules etc. of relevant regulatory authorities aimed at incentivizing the startups.

20.9.4 Identification and development of comprehensive list of various compliance requirements for technology-based startups including necessary registrations, licensing required from various authorities.

20.9.5 Analysis and evaluation of inherent shortcomings in these requirements impeding growth and development of startups along with comprehensive set of proposed recommendations for modifications in these compliance requirements.

20.9.6 The relevant regulatory authorities/bodies for this study may include, interalia:

- Security & Exchange Commission of Pakistan (SECP)
- State Bank of Pakistan (SBP)
- Pakistan Telecommunication Authority (PTA)
- Pakistan Electronic Media Regulatory Authority (PEMRA)
- Pakistan Public Procurement Authority (PPRA)
- Federal Board of Revenue (FBR)
- Competition Commission of Pakistan (CCP)
- Oil & Gas Regulatory Authority (OGRA)
- Drug Regulatory Authority of Pakistan (DRAP)
- National Electric Power Regulatory Authority (NEPRA)
- Pakistan Standards and Quality Control Authority (PQSA)
- Pakistan Software Export Board (PSEB)
- Intellectual Property Organization (IPO) of Pakistan
- Any other relevant regulator

20.9.7 Solicit input and feedback from industry experts, practitioners and leaders

20.10 Analysis of Existing Intellectual Property Rights (IPR) Regime for Startups

20.10.1 Critical evaluation of existing laws, rules, regulations and procedures for registration of intellectual property in Pakistan including grant of patent, registration of copyright, trademark, etc. in order to identify relevant shortcomings and gaps impeding timely registration of intellectual property of startups.

20.10.2 Meeting with IPO Pakistan to identify the hurdles in registration of IP including grant of patent, registration of copyright, etc. and how to expedite such activities in future.

20.10.3 Comparison of IPR registration process for startups in Pakistan & neighboring countries.

20.10.4 Preparation of comprehensive recommendations for necessary amendments in existing IP laws, rules, regulations and procedures enabling and facilitating startups to timely register their IP.

20.10.5 Preparation of comprehensive set of recommendations for necessary initiatives and programs that will enable startups to fast track the process for registration of patents, copyrights, trademarks etc.

20.10.6 Propose necessary recommendations which will facilitate startups in timely and simplified process of protection of their IP.

20.11 Analysis of Tax Regime for Startups

20.11.1 Identification and listing of existing taxation rules, regulations and policies relevant to startups.

20.11.2 Comparison of tax incentives for startups in Pakistan & neighboring countries

20.11.3 Critical evaluation of all identified taxation rules, regulations and policies for identification of gaps that impedes growth of startups based on reasonable justifications.

20.11.4 Propose necessary modifications in the existing rules and regulation necessary to overcome the shortcomings which shall be identified as above.

20.11.5 Propose and recommend necessary tax exemptions and incentives for startups to enable their growth and development and further facilitate in managing their working capital requirements.

20.11.6 Preparation of comprehensive set of tax exemptions and incentives for investors, both individual and institutional, to promote capital investments in startups. Similarly, necessary exemptions in capital gains during year if invested in startups must also be proposed.

20.11.7The successful bidder is expected to propose tax schemes aimed at incentivizing both startups and investors aimed at creating an entrepreneurial eco-system conducive to growth of startups in Pakistan.

20.11.8Propose necessary tax exemptions that will increase institutional investments in startups.

20.11.9Analyze and evaluate existing tax incentives and facilities available for facilitation and setting up of Incubators and Innovation centers across country, if any, and propose necessary recommendations and incentives to existing Incubation/Innovation Centers to further promote establishment of new Incubation/Innovation Centers across Pakistan.

20.12 Proposed Measures for enhancing access to Finance

20.12.1 Identify and evaluate existing venues (both at local & international markets) that are accessible to startups for finance.

20.12.2 Identify existing laws, rules and regulations that make it difficult for startups to get equitable access to finance.

20.12.3 Evaluate the inherent shortcoming and gaps in the existing rules and regulations that inhibit startups to have easy access to Finances when targeting local and foreign investors.

20.12.4 After evaluation, propose necessary amendments, modifications and new rules to be introduced aimed at removing hurdles for startups to get access to local and foreign financing.

20.12.5 Identify existing banking laws, rules and regulations that create hurdles for startups to get access to finance.

20.12.6 Propose modifications in existing laws, rules and regulations that will ease the process and provide easy access of credit to these startups.

20.12.7 Critically evaluate the shortcoming in eco-system specifically with reference to requirements of financial needs of startups during various stages of their life cycle and propose necessary initiatives to fill those gaps.

20.13 Framework for Exit Strategies

20.13.1 Analyze the existing and available frameworks for investors and entrepreneurs for successful exit of their investment at maturity.

20.13.2 Identify the inherent gaps impeding the successful exits (buyouts, IPOs, etc.) and propose comprehensive recommendations in terms of amendments required in laws, regulations, rules and processes aimed at improving the identified gaps.

20.13.3 The proposed recommendations should be aimed at incentivizing startups and investors.

20.14 Development of Business Case for Proposed Policy Recommendations for Promotion of Startups in Pakistan

20.14.1 On basis of all analysis and identification of key gaps in startup ecosystem, successful bidder is also expected to devise and to develop comprehensive policy recommendations aimed at facilitation and promotion of startups in Pakistan.

20.14.2 The bidder will also be responsible for organizing and conducting stakeholder consultation session in Islamabad, Lahore, Karachi, Peshawar & Quetta wherein, all key stakeholders from both public and private sector will be invited to get their feedback and input on recommended policy measures for its improvement.

20.14.3 The finalized policy shall contain key action plan along with relevant organizations which will be responsible for implementing those action points.

20.15 Development of Business Case for Proposed Recommendations

20.15.1 A complete economic analysis and business case for the proposed recommendations must be provided.

20.15.2 The developed business case for the proposed recommendation must be based on thorough analysis and review of the following:

- a. Analysis of Incentives offered in leading startup countries such as China, India, USA, etc.
- b. Analysis of Incentives offered to other sectors in Pakistan.
- c. New Knowledge Economy Paradigm including much smaller companies and freelancers, difficulty in tracking and monitoring, HR as the primary raw material, and quicker rate of formation and closure.
- d. Envisaged Impact of the proposed Package on employment generation, gender equality, economic growth, and foreign exchange generation etc.
- e. Associated impacts including reducing transaction costs and time across other sectors, increasing return on assets, and improving productivity and efficiency.

Freelancing Ecosystem

- a) Objective 1: To conduct a comprehensive assessment of Pakistan’s freelancing ecosystem by exploring its evolution, current state, future, opportunities, threats, weakness and strengths by:
- a. Estimating total number of freelancers in Pakistan by end of FY 2020-2021.
 - b. A brief synopsis of Pakistan’s labor force with sector, gender, rural-urban , income etc wise break with special focus on freelancers.
 - c. Listing Factors contributing to growth of freelancing industry in Pakistan over the last decade.
 - d. Providing an estimated breakup of Pakistani freelancers vis-a-viz skill level, type of work performed, income level, type of freelancing (full time, moonlighting, gigging, microwork etc.)
 - e. Estimating yearly foreign remittances/exports generated by Pakistani freelancers by providing growth trend of last 05 years and projections for next 05 years.
 - f. Providing comparison of Pakistani freelancing industry with top 3 freelancers producing countries in terms of quality of HR, Government incentives, ease of doling business etc.
 - g. Provide a comprehensive SWOT analysis of Pakistan’s freelancing sector.
 - h. To identify areas where Government support, in form of regulatory, legal, policy, taxation and banking system interventions , which can strengthen the freelancing ecosystem.

The study should include feedback from relevant stakeholders including Pakistan Freelancers Association, SBP, SECP, at least 100 freelancers from DigiSkills.pk, etc.

Objective 2: To assess the impact of DigiSkills.pk training program on overall freelancing ecosystem of Pakistan by:

- a. Estimating yearly foreign remittances/exports generated by trainees of DigiSkills.pk by providing growth trend since program’s inception in 2017 and projections for next 05 years
- b. Identifying impact of DigiSkills.pk in terms of, inter alia;
 - i. new freelancers added
 - ii. increase in skill level of existing freelancers (pre DigiSkills.pk)
 - iii. Pakistan’s overall ranking in freelancing countries
 - iv. financial inclusion
 - v. women empowerment
 - vi. youth empowerment
 - vii. increase in tax filers

- viii. increase in employment
- ix. foreign remittances/exports generated in USD
- x. Local earnings of freelancers
- c. Perform a comparative analysis of DigiSkills.pk in terms of where the freelancing sector of the country would have been, in areas identified above in ToR (b), if DigiSkills.pk was not launched.

21 General Instructions

21.1 The tentative deliverables of this project are as following:

- a. **Deliverable 1: Project Inception Report** containing complete work plan and methodology including responsibilities of different team members, draft Table of Contents of Report, methodology, sampling technique and size etc.
- b. **Deliverable 2: First Progress Report:**
- c. **Deliverable 3: Second Progress Report:**
- d. **Deliverable 4: Draft Report of Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems**
- e. **Deliverable 5: Final Report of Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems.**

- 21.2** The prospective bidders should ensure that they have a qualified Project Lead, Startup Ecosystem, Freelancing, Banking/Financial, Legal Research & Analysis, Taxation & Regulatory Experts on their research team.
- 21.3** The whole study is expected to be completed within 150 calendar days from date of commencement of project.
- 21.4** The Company will own the Intellectual Property Rights to all the reports/deliverables of the study.
- 21.5** The interested parties/agencies are invited to submit a Technical Proposal along with a Financial Proposal as per the Terms of Reference given in this RFP. The proposal will be the basis for Agreement finalization with the successful bidder.
- 21.6** The costs associated with preparing proposal and finalizing of the Agreement, including visits for discussion with Company are not reimbursable and the Company reserves the rights to accept or reject any or all of the proposals submitted, without assigning any reason thereof.
- 21.7** The Company requires that successful bidder provides professional, objective, impartial advice and services and at all times hold the Company's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The successful bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Company.
- 21.8** All the key survey tools and other related documents, including but not limited to, questionnaires, survey forms, management interview reports, references of local and international publications used, must be provided to, and developed with collaboration of Company.

21.9 Desired Outcomes

The Successful Bidder is expected to design, develop and conduct a comprehensive scientific based research study for assessment of startup & freelancing ecosystems of Pakistan. After assessment of startup ecosystem, the bidder is also expected to draft a comprehensive **policy recommendation for promotion of startups in Pakistan** with expected results over the next decade or so. The bidder will also assess impact of DigiSkills.pk Training Program on the country's freelancing ecosystem on basis of research and analysis, identify key policy gaps that are impeding growth and development of startups & freelancers in Pakistan.

22 Provision of Funds

The Company will be responsible for the payment to the Successful Bidder as per the Agreement, and on the completion of stipulated requirements, as per the disbursement schedule.

23 IPR

The Company will own all Intellectual Property Rights (IPR) developed during execution of project.

24 Tentative Milestone & Disbursement Schedule:

Tentative milestone and disbursement schedule, to be finalized later at the time of signing of Agreement, is as follows:

No.	Project Milestone /Deliverables	Amount Payable on Acceptance of Deliverable by the Company	Deliverable Submission Date from Project Commencement
1.	Deliverable 1: Project Inception Report	10 %	Day 10
2.	Deliverable 2: First Progress Report	10 %	Day 40
3.	Deliverable 3: Second Progress Report	15 %	Day 70
4.	Deliverable 4: Draft Report of Study for Assessment of Pakistan's Startup & Freelancing Ecosystems	30 %	Day 100
5.	Deliverable 5: Draft Report of Study for Assessment of Pakistan's Startup & Freelancing Ecosystems	35 %	Day 150

PART C – FORMS TO BE SUBMITTED WITH THE PROPOSAL

Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firms/Bidders Profile

B3. Experience of the Firm/Bidder

B3-1: Relevant Experience of the Firm/Bidder (Up to a Maximum of 10 assignments relevant to this study)

B3-2: General Experience of the Firm/Bidder (Up to a maximum of 10 assignments)

B4. Separate Design Document, Proposed Approach & Research Methodology, Understanding of the Terms of Reference, Work Plan

B5. Project Management Team Members (Key Experts)

B6. Composition of Project Management Team

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

B1. Technical Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite

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

Tel: +92-51- 910 7441 - 46

Cell: +92-306-199-1234

Fax: +92-51- 910 7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of “*Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems*” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Firms/Bidders Profile

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

B3. Experience of the Firm/Bidder

B3-1: Relevant Experience of the Firm/Bidder (Up to a Maximum of 10)

NAME OF ASSIGNMENT	CLIENT NAME	LOCAL OR INTERNATIONAL	SCOPE OF WORK & DURATION	APPROX VALUE OF ASSIGNMENT (in PKR)	CONTACT PERSON & DETAILS OF CLIENT	FINAL REPORT (web link or attached as annexure)

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

B3-2: General Experience of the Firm/Bidder
(Up to a maximum of 10 assignments)

NAME OF ASSIGNMENT	CLIENT NAME	LOCAL OR INTERNATIONAL	SCOPE OF WORK & DURATION	APPROX VALUE OF ASSIGNMENT (in PKR)	CONTACT PERSON & DETAILS OF CLIENT	FINAL REPORT (web link or attached as annexure)

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

B4. -: Separate Design Document on Proposed Approach and Research Methodology, Understanding of the Terms of Reference, Proposed Work Plan (Project Execution Plan, including Project Time Management, Quality Assurance Plan & Risk Management Plan)

B5. – Project Management Team Members (Key Experts)

Personnel Summary (Complete for each Team Member including Project Lead, Startup Ecosystem, Freelancing, Legal, Finance & Banking, Taxation & Regulatory Experts)

Name:

Position (Project)	
General Information	Name: _____ Date of Birth: _____
	Telephone: _____
	Fax: _____
	Years with Present Employer: _____

Employment Record:

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

DD/MM/YY		Job Title & Company	Tasks and achievements
From	To		

Education:

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

Publications/Studies (if any):

Title of Publication	Year of Publication	Name of Journal/Book

Relevant Projects:

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

Certification:

Memberships:

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

Certification:

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

_____ Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

B6. – Composition of Project Management Team

Give details of Project Lead, Startup Ecosystem, Freelancing, Legal, Finance & Investment, , and Taxation & Regulatory Experts.

Sr No.	Name	Qualification	Position/ Organization	No. of years of Experience	Relevance to the Assignment	Role in this Project
1						Project Lead
2						Startup Expert
3						Freelancing Expert
4						Legal Expert
5						Taxation Expert
6						Banking/Investment Expert
7						
8						
9						
10						

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

Applying As:

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

Lead Partner Organization Details:

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

Partner's Organization Details:

Partner 1:

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

Partner 2:

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

Partner 3:

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

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

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

Financial Proposal - Standard Forms

C1. Financial Proposal Submission Form

C2. Summary of costs

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite

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

Tel: +92-51- 9107441-46

Cell: +92-306-1991234

Fax: +92-51- 9107447

Email: procurement@ignite.org.pk

Sir,

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C2. – Summary of Costs

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

Annexure A

Single Stage Two Envelope Procedure for Bidding Public Procurement Rules 2004

Single stage - Two envelope procedure:

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

Annexure B

DRAFT - AGREEMENT FOR Study for Assessment of Pakistan’s Startup & Freelancing Ecosystems

This Agreement is made in Islamabad on this _____ day of _____ of 2021.

Between

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

And

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

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

RECITALS

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

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

1 DEFINITIONS AND INTERPRETATIONS

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

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

2 OBLIGATIONS OF THE COMPANY:

- 2.1** The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services
- 2.2** When requested and deemed necessary, the Company shall provide the Service Provider in writing a reasonable description of the maintenance required along with any additional information required to complete the task.

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

3 OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1** The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 3.2** Disbursements of the amount payable to the Service Provider shall be based on submission of invoice raised in accordance with the ‘Tentative Milestone & Disbursement Schedule’, as mentioned in the RFP. The Company after verification shall pay to the Service Provider the amount stated in the invoice within fifteen working days of the receipt of the invoice. In the event of any discrepancy in the invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company. All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 3.3** The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A.
- 3.4** Maintain detailed records of all acts and things done in relation to the performance of this Agreement and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;

- 3.5** Appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Agreement;
- 3.6** Perform and deliver the Deliverables listed within Annexure A with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- 3.7** Complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8** Shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and contents of the Deliverables;
- 3.9** Use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 3.10** Comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement;
- 3.11** apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the “**Deliverables**”).
- 3.12** Promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of information or by responding to reasonable requests for revisions to the Deliverables.

4 PRIMARY CONTACTS

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

5 AGREEMENT DOCUMENTS

The Preamble and the following documents, form an integral part of this Agreement. In case of any conflict between the terms of these documents and provisions of this

Agreement, such conflict shall be resolved with reference to the provisions of this Agreement:

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

6 EFFECTIVE DATE OF AGREEMENT

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

7 CONFIDENTIALITY

The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, intellectual property, drawing, sample or information furnished by or on behalf of either party in connection therewith, to any person other than a person employed by either party in performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.

7.1 Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.

7.2 Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall

survive the expiration or termination of this Agreement and shall be continuing obligations unless the Parties agree to discontinue its effect.

8 INTELLECTUAL PROPERTY

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

9 TAXES AND DUTIES

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

10 ASSIGNMENT AND SUB-CONTRACT

10.1 The Service Provider shall not change or assign the Agreement or any part thereof, without the prior written consent of the Company, and such, consent, if given, shall not relieve the Service Provider from any liability or obligation under this Agreement.

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

11 PRICES AND PAYMENTS

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

11.2 The Agreement Price set forth in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.

- 11.3** No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.
- 11.4** Applicable taxes will be deducted when processing payments and deposited with FBR.

12 DURATION OF AGREEMENT

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of 150 calendar days (5 months max) starting from the Effective Date of Agreement, mentioned in clause 6 above.

13 TERMINATION

Termination for Default

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

13.1.1 If the Service Provider fails to deliver any or all of the services within the time period (s) specified in the Agreement or any extension thereof granted by the Company;

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

13.1.3 If the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

14 Termination for Convenience

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

15 AMENDMENT

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

16 ENTIRE AGREEMENT

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

17 INDEPENDENT CONTRACTORS

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

18 SURVIVAL

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

19 INDEMNIFICATION

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

20 FORCE MAJEURE

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

21 GOVERNING LAWS & DISPUTE RESOLUTION

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of Pakistan. If any dispute arises between the parties pursuant to the Agreement, they shall make a best possible efforts to the settle amicably. If the parties are unable to resolve the dispute with in fifteen (“15”) days, the matter shall be referred to arbitration under the arbitration ACT, 1940. Each party shall appoint an arbitrator, who shall in turn appoint an umpire. The decision of arbitrators and/or umpire shall be binding on both parties. Venue of the arbitration shall be Islamabad and arbitration proceeding shall be conducted in English. Each party shall bear its own costs, in case of any

such Arbitration. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

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

Signed for & on behalf of the Company

Signed for & on behalf of the Service Provider

By:

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date: ___/___/2021

Date: ___/___/2021

Witness - 1

Witness - 1

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____-_____-____

CNIC: _____-_____-____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

Witness - 2

Name: _____

Designation: _____

Signature: _____

CNIC: _____ - _____ - _____

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