



Request for Proposal (RFP)

Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons

No:

IGNITE/SEED - DAP /2023-24/0012/Proc



ignite.org.pk

Ignite National Technology Fund

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List of Abbreviations

CD	Compact Disc
Co-PI	Co-Principal Investigator
DVD	Digital Versatile Disc or Digital Video Disc
ICT	Information and Communication Technologies
IT	Information Technology
ITeS	Information Technology enabled Services
LoA	Letter of Award
NTN	National Tax Number
PI	Principal Investigator
PIO	Principal Investigator's Organization
PPRA	Public Procurement Regulatory Authority
R&D	Research and Development
RFP	Request for Proposal
SEED	Solicitation, Engagement & Evaluation Department
BSR-DAP	Bilingual (Urdu and English) Screen Reader for the Differently Abled Persons
PWDs	Persons With Disabilities
ToR	Terms of Reference



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 ✓ / X
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.	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.	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer's list serial number (Active Taxpayers List (ATL) is downloadable from FBR's website) is also to be mentioned.	
7.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name "TECHNICAL PROPOSAL – Development of an Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)"</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 flash disk. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p>	
8.	<p><u>Envelope #2 shall clearly bear the name "FINANCAL PROPOSAL – Development of a Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)"</u></p> <p>Financial Proposal in hard copy must be submitted with one soft copy of the same in flash disk. 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>	

#	Mandatory Eligibility Criteria Checklist	Mark ✓ / X
9.	BID Security of PKR 0.5 Million to be placed in Envelope # 1 along with mandatory documentation	
10.	Bidders are also required to submit proposals on EPADS https://eprocure.gov.pk/	
11.	Conflict of Interest Form (Annexure – C)	
12.	Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts in accordance with provisions of Forms-42, 43 and 44 of the Securities & Exchange Commission of Pakistan (Annexure – D)	

Note: Bidders are required to submit filled, signed & stamped copy of the above checklist along with the Proposal. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the technical proposal. Requirement No. 6 & 7 above, are required to be submitted on separate stamp papers. These affidavits should be placed in technical evaluation envelop along with mandatory requirements.

If bidder is a consortium, then every member of the consortium should submit Annexure-C on beneficial owner information. In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency reserves the right to blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004 along with rejection of the bid.

2 Definitions

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

Bidder	A firm, agency or party or consortium which will submit proposal in response to this RFP
Company	Ignite, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at TF Complex, G-9/4, Islamabad, Pakistan
Consortium /Joint Venture	Consortium is an association of more than one legal entity, which have come together to jointly respond to the 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 “ <i>Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)</i> ” is issued by Company to solicit bids from potential bidders

Draft Funding Agreement	An agreement concluded between Company and the Successful Bidder. (Annexure B)
Terms of Reference (ToR)	The description of formal work & activities under the “Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)” to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company
Successful Bidder	A bidder who has been awarded the contract pursuant to the RFP titled “ <i>Development Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)</i> ” and who shall be responsible for carrying out the study as per the requirements laid down in this document and in contract
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.

2.1 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 Companies Act, 2017 (former Companies Ordinance 1984) 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 <http://www.ignite.org.pk>.

3 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 and Information for Bidders**. Proposals will be evaluated by bid evaluation committees constituted by the Company. Selection of Bidders will be on Quality and Cost Based Selection methodology as provided in the Bidding Document.

4 Bidding Document

4.1 Contents

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

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

After issuance of letter of acceptance, the successful Bidder is expected to sign the agreement as soon as possible. If successful Bidder is not responsive and does not sign the agreement within a reasonable time, maximum 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 funding agreement, the Company may terminate the funding agreement by providing one (1) month's written notice to the successful bidder without any further obligation or compensation on the part of the Company.

5 Preparation of Proposal

5.1 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.

5.2 Proposal Currency

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

5.3 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.

5.4 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.

5.5 Cost of Preparing Proposal

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

5.6 Proposal Documents

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

Technical Proposal:

- a) Checklist (Mandatory Documents required with the Proposal) – Page 2
- b) Covering Letter – Form C1
- c) Firms/Bidders Profile – Form C2
- d) Relevant Experience of the Firm/Bidder – Form C3-A, C3-B
- e) Key Team Members - Form C4
- f) Separate Design Document, Proposed Plan and Methodologies of Deliverable 1-5 - Form C5
- g) Roles & Responsibilities of Consortium/JV Partners etc.– Form C6

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

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

Financial Proposal:

Financial Proposal must consist of the following:

- a) Covering Letter – Form C7
- b) Summary of Cost – Form C8

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

5.7 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. Amount allocated for taxes in the financial bid shall not be allocated towards any other expense/budget head during currency of the funding agreement.

5.8 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.

6 Submission, Receipt, and Opening of Proposal

- 6.1. 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.
- 6.2. 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 C1 & C7) in separate envelopes.
- 6.3. The Bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 6.4. 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.
- 6.5. Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 6.6. One **flash disk** containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the flash disk containing Technical Proposal, the entire Proposal shall stand rejected.
- 6.7. The Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** followed by the name of the assignment **"Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)"** 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 **"Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP)"** 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.
- 6.8. The Proposal must be sent to the following address and received by the Company not later than the time and the date specified elsewhere in this Bidding Document:

Position:	Manager Procurement
Telephone:	+9251 910 7441 - 6 Ext. 135
Mobile:	+92306 199 1234
Fax:	+9251 910 7447

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

- 6.9. 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.
- 6.10. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 6.11. 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.
- 6.12. 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.
- 6.13. **Key Activities & Timeline**
The tentative timeline set out herein represents the Company's best estimate of the schedule that will be followed. If an activity contained in this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The tentative schedule of activities is as follows:

#	ACTIVITY/MILESTONE	TIMELINE
1	RFP Issuance	21 st March, 2024
2	Deadline for receiving queries / questions	10 th April, 2024
3	Response to queries/questions related to RFP	16 th April, 2024
4	Pre-bid sessions*	4 th April, 2024 (11:00 am) 22 nd April, 2024, (3:00 pm)
5	Proposal Submission Deadline	30 th April, 2024 (04:00 pm)
6	Opening of Technical Proposals (in front of Bidders present at 3 rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	30 th April, 2024 (04:30 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 of Contract	TBD

* Venue for pre bid session will be communicated later.

7 Evaluation and Award Process

7.1 Evaluation of Proposals

- 7.1.1. 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.

- 7.1.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 7.1.3. 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.

7.2 Evaluation of Technical Proposals

- 7.2.1. All grants are considered for funding on a competitive merit basis. A selection committee comprising of experts will evaluate the selection of grantees based on the prescribed criteria, along with the technical strength of the applicant to ensure a successful and sustainable project. Funds will be provided to the successful individual as per defined payment schedule. The final reports should also include full audited financial details of expenditure incurred as part of the project. Ignite must be acknowledged in all publications/communications activities for the project.
- 7.2.2. 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 70 out of 100 marks (70%) in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.
- 7.2.3. Financial Proposals of those Bidders obtaining less than 70 marks out of 100 (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 on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

#	Technical Evaluation Criteria	Total Marks
I.	Firm/Bidder Profile (Registered age) – (Form C2) 1. Registered Age (Lead Bidder) (05 Marks) a. 5+ Years -10 b. 3 to 5 Years -7 c. Less than 3 Years -4	10

#	Technical Evaluation Criteria	Total Marks
II.	Relevant & General Experience of the Firm/Bidder - (Form C3-A to C3-B) (20 Marks) <ol style="list-style-type: none"> 1. Experience of developing General nature solutions somewhat similar to scope outlined in this project. (10) <ol style="list-style-type: none"> a. Number of Local Project development- b. Number of International Project development- 2. Experience of developing solution for Similar projects. (10) <ol style="list-style-type: none"> a. Number of Local Project development- b. Number of International Project development- 	20
III.	Product Development Capability (Form C5) (55 Marks) <ol style="list-style-type: none"> 1. Proposed Methodology, Design & Project Plan <ol style="list-style-type: none"> a. Completeness in Understanding of Project Requirements & Terms of Reference -10 b. Proposed-Methodology & Solution & Design, Approach & Project Execution Plan (Figuratively as well)- 15 c. Project Time Management Plan- 10 d. Qualification and Competence of the proposed Project Team- 10 e. Sustainability Plan -10 	55
IV.	Presentation by Bidders Presentation of all proposed aspects of the project outlined in Evaluation Criteria as mentioned Sections (I – IV) above.	15
	Total Marks	100
	Minimum Qualification Marks Required	70 (70%)

7.3 Financial Proposal

- 7.3.1. 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.
- 7.3.2. 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.

- 7.3.3. 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.
- 7.3.4. 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.
- 7.3.5. 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.

7.4 Bid Security

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

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.

7.5 Combined Scores

- 7.5.1. Technical Score (ST) shall be calculated as follows: (Technical score obtained by the Bidder/Total Technical score) x 70.
- 7.5.2. Financial Score (SF) shall be calculated as follows: (Lowest Bidder's total cost/ Bidder's total cost) x 30.
- 7.5.3. Combined Score (Total Score) = ST + SF
- 7.5.4. All Bidders will be ranked based upon the combined technical and financial score.
- 7.5.5. Performance Guarantee needs to be provided.

7.6 Award of Agreement

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

8 Availability of Skilled Resources

- 8.1. The Successful Bidder is bound to provide the services of professional staff proposed in Technical Proposal. In case of non-availability of any proposed professional staff during the contract period, the Bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the Bid.
- 8.2. No member of professional staff, including Project Manager, should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

9 Confidentiality

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

10 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.

11 Fraud and Corruption

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12 Clarification Request/Amendment

- 12.1. 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 accordingly.
- 12.2. 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 and Company web site, and revised RFP document will be uploaded on Company’s and PPRA web site.



**PART – B: TERMS OF REFERENCE
(TOR)**

13 Executive Summary

Persons with Disabilities (PWD) often face neglect and significant barriers to accessing quality education and employment opportunities, especially in third-world countries like Pakistan. Despite Pakistan's ratification of the Convention on the Rights of Persons with Disabilities (CRPD) in 2011, progress has been limited. The CRPD emphasizes equal access to the physical environment, transportation, information, and communication technologies (ICT) for PWD.

However, in Pakistan, PWD continue to experience marginalization, discrimination, and exclusion from society, particularly in education, employment, legal recognition, and access to clinical resources. This not only poses social, legal, and moral challenges but also has substantial economic implications. The cost of neglecting PWD is estimated to be 4.9% to 6.3% of Pakistan's GDP annually, with an estimated loss of US\$ 20 billion in 2018.

To unlock the full potential of Pakistan, it is imperative to involve PWD in all sectors of society. Developing assistive technology is crucial to empower them to overcome their disabilities and contribute to the economy. This document outlines the development of a Bilingual (Urdu and English) Screen Reader for Persons with Disabilities in Pakistan. It includes a needs analysis, objectives, key stakeholders, methodology, and financial considerations. The technical analysis indicates an 18-month development timeline, with an additional 1.5 years for operation, maintenance, and user feedback-based upgrades.

14 Introduction

Pakistan must not overlook the potential contributions of millions of citizens with disabilities. Collaboration between the government, civil society, businesses, and PWD is necessary to shift from a culture of pity to one that focuses on dignity, empowerment, and rights. PWD should have access to quality education, employment, and an inclusive physical environment. Disability should be seen as diversity to be embraced, not as inability.

Several Text-to-Speech (TTS) systems have been developed for PWD, but Urdu language support is lacking in prominent platforms like Google Wave Net and Amazon Poly. Microsoft's neural network-based technology offers Urdu support and a range of voices. However, a comprehensive Bilingual (Urdu and English) Screen Reader goes beyond TTS and requires integration with the operating system (OS) for navigation, interpreting menus, icons, and scanned documents, among other functions. It should work with various OS, including Windows, Linux, Mac OS, and mobile platforms like Android and iOS. Modern screen readers primarily rely on software TTS due to widespread sound card availability, with hardware devices reserved for deaf-blind individuals.

15 Objectives

The main objectives of this initiative include:

- Increasing the interaction of Persons with Disabilities in everyday life to enhance their productivity.
- Reducing the dependence of disabled persons on others.
- Developing an indigenous technology solution in Pakistan.
- Providing easy access to Urdu content for PWD and illiterate individuals.
- Creating Bilingual (Urdu and English) Screen Reader (TTS and STT) for visually impaired people to access online services.
- Making quality education and productive employment opportunities accessible to PWD.

16 Key Stakeholders

Relevant stakeholders for this product include:

- Persons with Visual Disabilities (and their representatives)
- Government offices responsible for PWD policies
- Private companies/organizations specializing in assistive technologies
- Academia experts in DAP software development
- Industrial experts in DAP software development

Engaging multiple stakeholders at national and international levels is crucial for input and collaboration.

17 Key Challenges

The primary challenges in developing the Smart Bilingual (Urdu and English) Screen Reader for DAPs in Pakistan include:

- Addressing diverse issues faced by DAPs when using screen readers.
- Lack of existing software systems for Bilingual (Urdu and English) Screen Reader.
- PWD facing difficulties in reading, writing, and Braille knowledge.
- Challenges for DAPs operating touch-based phones without visual feedback.
- Difficulties faced by DAPs in text entry and gestures.
- Variability in expertise among DAPs in using screen readers.

18 Functional Requirements

18.1 Scope of Work

1. Needs Assessment and Collaboration:

- Conduct a comprehensive needs assessment in collaboration with key stakeholders to understand their requirements and challenges.

2. Detailed Feature Requirements for Each OS:

- Define specific feature requirements for the Bilingual (Urdu and English) Screen Reader on each selected OS, including Android, Windows, iOS, and Mac OS, for each phase of the project. These requirements should align with the unique capabilities and existing features of each OS.
- Establish a minimum baseline of native screen reading features for each OS. For example:
 1. For Windows devices, the minimum baseline should align with the capabilities of screen reading software like NVDA.
 2. For Android devices, the minimum baseline should consider existing Urdu screen reading features and the capabilities of the Google Urdu Text-to-Speech engine.
 3. For iOS devices, outline the expected features based on the capabilities of established screen readers on the platform.

3. **Basic Screen Reading Functionality for Each OS:**

- Develop a basic screen reading solution tailored to each OS, ensuring that it meets the specific feature requirements and minimum baselines defined for each of the OS.
- Windows O/S based Screen Reader:
 1. Urdu Screen Reading Solution that would offer accessibility features like NVDA or better.
 2. Urdu Text to speech engine for the solution need to have quality equal to or better than google Urdu TTS/STT for Android.
- Android O/S based Screen Reader:
 1. Urdu Text to Speech Engine enhancement / development with Pakistani Accent and quality better than what is available on Google Android now.
- iOS based Screen Reader
 1. Urdu Screen Reading Solution that would offer accessibility features like NVDA or better.
- Urdu Text to speech engine for the solution need to have quality equal to or better than google Urdu TTS/STT for Android, OS X (Mac) O/S based Screen Reader:
 1. Urdu Screen Reading Solution that would offer accessibility features like NVDA
 2. Urdu Text to speech engine for the solution need to have quality equal to or better than google Urdu TTS for Android.

4. **Cross-Platform Compatibility:**

- Ensure that the basic screen reading solution is compatible with major web browsers, platforms, and the possibility of a mobile application on each targeted OS.

5. **Offline Functionality:**

- Create a self-sufficient solution for each OS capable of functioning offline to provide essential screen reading capabilities even without an internet connection.

6. **Leverage from with Existing Screen Readers technology (if applicable):**

- Explore the possibility of leveraging from developed screen reading solution with established screen readers like NVDA or other existing technologies on each OS, where feasible and beneficial. This integration should enhance the functionality and shorten the development timeline.

7. **TTS Engine Development and Quality Assurance:**

- The development of the TTS engine is a critical component of the screen reader. Bidders have the option to either leverage existing TTS engines or develop their own.
- If the bidder chooses to develop its own TTS engine, it must ensure that the TTS quality meets or exceeds the capabilities of Google's Urdu TTS engine in terms of naturalness, clarity, and accuracy.

- The TTS engine should be capable of interpreting Urdu text with a vocabulary encompassing at least 100,000 words, including out-of-dictionary terms, on each OS.
- Both male and female voice options should be included in the TTS system for user preference on each OS.
- The TTS system should strive for a minimal voice generation delay of less than 500 milliseconds per utterance to ensure a realistic voice output on each OS.

8. Regular Updates and Maintenance:

- Ensure that the TTS system on each OS undergoes regular updates and maintenance that align with subsequent screen reader developments and OS updates.

9. User Engagement:

- Engage with the visually impaired community on each OS to gather feedback and insights, actively involving them in shaping the solution based on the OS-specific feature requirements.

10. Systematic Updates:

- Release systematic updates throughout the developmental phase for each OS to address issues and improve the solution, taking into account the unique features of each OS.

11. User Support and Training:

- Provide comprehensive user documentation and support resources for ease of use on each OS.
- Organize training sessions for users and staff on each OS to ensure a smooth adoption and utilization process.

12. Post-Launch Maintenance Commitment:

- Commit to a minimum of two years of post-launch system maintenance and support on each OS to address any issues and ensure ongoing usability, considering the unique requirements of each OS.

13. Sustainability Commitment

- Pledge to maintain sustainable operation of the project beyond its completion phase. This entails ensuring the continued functionality, updates, and operation of the applications (Windows, Android, iOS) through regular maintenance, support, and training following the project's conclusion.

19 Deliverables

Common Features (For all Platforms)

1. Text-to-Speech (TTS) Engine Development

- High-quality voice output in Urdu and English
- Minimal voice generation delay (< 500 ms)

- Two accents for Urdu and English TTS

2. Speed and Quality

- Optimize screen reading speed
- Ensure high-quality and accurate TTS

3. Interaction with Operating System Files

- Enable file interaction across platforms
- Support for web pages, emails, documents

4. Support for Popular Applications

- Web browsers (e.g., Mozilla Firefox, Google Chrome)
- Email clients
- Internet chat software
- Music players
- Office programs (e.g., Microsoft Word, Excel)

5. Reporting of Textual Formatting

- Font name, size, style, and spelling errors

6. Mouse Support

- Automatic announcement of text under the mouse
- Optional audible indication of the mouse position

7. Braille Display Support

- Support for many refreshable braille displays
- Input of Braille via braille displays with a braille keyboard

8. Portable Use

- Ability to run from a USB flash drive or portable media
- Easy to use talking installer

9. Platform Compatibility

- Support for modern Windows Operating Systems (32 and 64-bit)
- Ability to run on Windows logon and secure screens

10. Touch Screen Support

- Announcing controls and text with gestures on touch screens

11. Deliverables Timeline

Platform-Specific Deliverables	Timeline
Phase 1: Months 1-6 - Windows Version	
1.1 Needs assessment report for Windows version	Month 1
1.2 Basic screen reading solution for Windows OS	Month 6
- Voice commands for navigation	
- Compatibility with major web browsers	
- Offline functionality	
- Integration with common TTS engine	
Phase 2: Months 7-12 - Android Version	
2.1 Basic screen reading solution for Android OS	Month 12
- Voice commands for navigation	
- Compatibility with major web browsers	
- Integration with common TTS engine	
Phase 3: Months 13-18 - iOS Version	
3.1 Basic screen reading solution for iOS	Month 18
- Voice commands for navigation	
- Compatibility with major web browsers	
- Integration with common TTS engine	
Post-Project Support and Maintenance (1.5 Years): Months 19-34	
4.1 Ongoing updates and maintenance on each OS	Months 19-34
- Enhancements and bug fixes	
- Updates to common TTS engine	
4.2 User support services	
- Issue resolution and assistance	
4.3 Continuous user feedback collection	
- Feature improvements and additions	

4.4 Additional training sessions and materials	
- Ensure users utilize available features	

20 Payment Plan

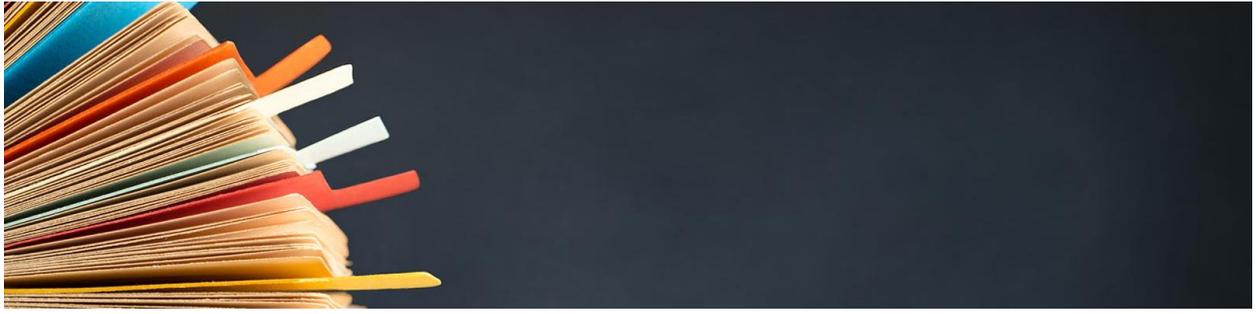
S. No	Detail	Payment
1	Mobilization Advance	10%
2	Deliverable 1 (Phase 1) Windows Version	40%
3	Deliverable 2 (Phase 2) Android Version	20%
4	Deliverable 3 (Phase 3) iOS and OS X	20%
5	Deliverable 4 (Phase 4) Post-Project Support and Maintenance	10%

21 Sustainability Plan

As a potential vendor for developing the Bilingual Screen Reader, proposer has to ensure the sustainability of the software post-development, considering the importance of engaging stakeholders and securing their ongoing support.

What strategies will be employed to guarantee the long-term sustainability of the software post-completion? Please elaborate on the comprehensive methodology in accordance with the following Key Performance Indicators (KPIs):

- How will you measure the sustainability of the software in terms of user engagement and retention?
- What strategies will be implemented to efficiently manage post-launch updates and patches while mitigating the financial impact of software maintenance activities?
- What measures can be instituted to ensure the compatibility and interoperability of the software with emerging technologies and platforms over time?



Technical Proposal - Standard Forms

C1. Covering Letter

[Location, Date]

To:

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

Sir,

We, the undersigned, offer to provide the services for execution of “Development of Bilingual (Urdu and English) Screen Reader for the Differently Abled Persons” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

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

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

We remain,
Yours sincerely,

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

C2. Firm/Bidder Profile

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

C3. Relevant Experience of the Firm/Bidder

C3-A: Specific Experience (Up to a Maximum of 10)

Describe the projects related to assistive technologies only. Also, if the project involved drafting an RFP or not.

Sr. #	Name of Assignment	Client Name	National or International	Scope of Work & Duration	Value of Assignment (in PKR)	Contact Person & Detail of Client	Final Report (web link or attached as annexure)

*Please attach evidence of above assignments. Only verifiable assignments will be evaluated. Provide further information as Annexure to the form that may also include elaborated justification of similarity of the project

(Add rows in form where necessary)

C3. Relevant Experience of the firm/Bidder

C3-B: General Experience (Up to a Maximum of 10)

Sr. #	Name of Client	Title of Assignment	Scope of Work and Period of Assignment	Value of Assignment (in PKR)	Present Status of the Assignment

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

C4. Key Team Members

Attach CVs of all team members.

Sr. #	Name	Position/ Organization	Qualification/ Certification	No. of years of Experience	Relevance to the Assignment	Role in this Project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

- a. Provide further information as Annexure.
- b. Provide only relevant experience.
- c. Do not provide experience of a single resource against multiple positions.
- d. Provide relevant documentation as a proof where necessary.

C5. Separate Design Document, Proposed Plan and Methodologies of Deliverable Year wise

(Including understanding of the project requirements, proposed research methodology & design, approach & project execution plan, project time management plan, proposed quality assurance mechanism & M&E Plan, Risk Plan and sustainability plan etc.)

C6. Roles and Responsibilities of Consortium/JV Partners

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)	<input type="checkbox"/> Other (Please specify & attach relevant document)

Lead Partner Details:

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

Partner – 1:

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

Partner – 2:

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

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

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

Financial Proposal - Standard Forms

C7. Covering Letter

[Location, Date]

To:

Manager Procurement

Ignite National Technology Fund

3rd Floor, TF Complex, 7 Mauve Area

G-9/4, Islamabad.

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for execution of Development of Bilingual (Urdu and English) Screen Reader for Differently Abled Persons (USR-DAP) in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C8. Summary of Cost

Development Cost

Sr. #	Description	Year 1	Year 2	Amount (PKR)	In-Kind Contribution (PKR) (if available)
1	Deliverable 1				
2	Deliverable 2				
3	Deliverable 3				
4	...				
5	...				
6	Contingencies				
7	Applicable Taxes				
8	Grand Total:				

Maintenance Cost

Sr. #	Description	Year 1	Year 2	Amount (PKR)	In-Kind Contribution (PKR) (if available)
1	Head 1				
2	Head 2				
3	Head 3				
4	...				
5	...				
6	Contingencies				
7	Applicable Taxes				
8	Grand Total:				

Total Cost = Development Cost + Maintenance Cost (mention yearly)

Note: After the completion of the product, the sustainability plan must be provided by the vendor.

C9: Performance Guarantee

Manager Procurement
IGNITE – National Technology Fund
3rd Floor, TF Complex, 7 Mauve Area, G-9/4,
Islamabad, Pakistan

Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of services] (hereinafter called “the Contract”). And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we here by affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of _ , 202X

Signature and Seal of the Guarantors/ Bank

Address:

Date:

Annexure – A

Single Stage Two Envelope Procedure for Bidding Public Procurement Rules 2004

- 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 unopened 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:
 - x. Financial score = Lowest bid/ Bidder’s bid x 30%
 - xi. The bidder with the highest combined score will be selected.

Annexure – B

DRAFT - AGREEMENT FOR ASSESSMENT STUDY FOR THE DEVELOPMENT OF Bilingual (Urdu and English) Screen Reader FOR DIFFERENTLY ABLED PERSONS

This Agreement is made in Islamabad on this _____ day of _____ 2023 (the “Effective Date”).

Between

Ignite, a company incorporated under section 42 of the repealed Companies Ordinance 1984 (*now The Companies Act, 2017*), having its registered office at Telecom Foundation Building, 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**.
- 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.

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

1 DEFINITIONS AND INTERPRETATIONS

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

- 1.1** “**APPROVED**” or “**APPROVAL**” means approved in writing by the Company and/or the Service Provider.
- 1.2** “**AGREEMENT DOCUMENTS**” means the documents listed in Article 5 of this Agreement.
- 1.3** “**DAY**” means calendar day of the Gregorian calendar.

- 1.4 **“DELIVERABLES”** means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the Scope of Work of the RFP.
- 1.5 **“INTELLECTUAL PROPERTY RIGHTS”** means all deliverables or reports which arise as a result of the study
- 1.6 **“REQUEST FOR PROPOSAL”** means the request for proposal issued dated [] by the company for the purpose of this agreement
- 1.7 **“SERVICES”** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as Annexure A.
- 1.8 **“SINGULAR AND PLURAL”** Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

2 OBLIGATIONS OF THE COMPANY:

- 2.1 The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services
- 2.2 The Company shall provide the Service Provider in writing a reasonable description of the required maintenance and any additional information to complete the task when requested and deemed necessary.
- 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 reasonably practicable and without liability on the part of the Company.
- 2.4 Monitoring of operations/activities of the Project shall be carried out by the Company as per its inherent funding and monitoring mandate
- 2.5 Facilitate the monitoring of the Project as and when to be done by the Company by its representative.
- 2.6 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/proposed by the bidder

3 OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 3.2 The Service Provider shall submit monthly invoice for services rendered by it pursuant to this Agreement within one week, for the previous month. The Company after verification shall pay to the Service Provider the amount stated in the monthly invoice within fifteen working days of the receipt of the invoice. In the event of any discrepancy in the monthly 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 The Service Provider shall 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 The Service Provider shall appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Agreement;
- 3.6 The Service Provider shall perform and deliver the Deliverables listed within Annexure A with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- 3.7 The Service Provider shall complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8 The Service Provider Shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and contents of the Deliverables;
- 3.9 The Service Provider shall use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 3.10 The Service Provider shall comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement;
- 3.11 The Service Provider shall apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement 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 The Service Provider shall 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) Annexure B: Disbursement Plan
- iv) 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, 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 this RFP and final documents/RFPs/reports will 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 not be in excess of PKR[REDACTED].

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

11.3 No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.

11.4 Applicable taxes will be deducted when processing payments and deposited with FBR.

12 DURATION OF AGREEMENT

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of 90 calendar days (3 months max) starting from the Effective Date of Agreement.

13 TERMINATION

Termination for Default

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

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

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

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

14 TERMINATION FOR CONVENIENCE

14.1 The Company may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Agreement 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 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 DISPUTE RESOLUTION AND GOVERNING LAWS

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act 1940. The number of arbitrators shall be three (03) unless otherwise mutually agrees by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party shall bear the arbitration cost own its own.

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

21 **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.

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

By: _____

Title: _____

CNIC: _____

Date: ____/____/2023

Signed for & on behalf of the Service Provider

By: _____

Title: _____

CNIC: _____

Date: ____/____/2023

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.

Annexure - C

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 & Manage National Incubation Center-Multan' 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:

Annexure - D

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)