



REQUEST FOR PROPOSAL (RFP)

Provision of Services to Establish and Manage Virtual Production Studio

No.: IGNITE/VPS/2024-25/0006/Proc.

Date of issue: 25th September, 2024

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 DEFINITIONS

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

- 1.1. **“Bidder”** means a firm, agency, party or consortium/JV which will submit proposal in response to this RFP.
- 1.2. **“Bidding Document”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- 1.3. **“Board”** means the Board of Directors of the Ignite – National Technology Fund.
- 1.4. **“Company”** Ignite – National Technology Fund, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at 3rd Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan.
- 1.5. **“Consortium”** means an association of more than one legal entity, which have come together to jointly respond to this RFP.
- 1.6. **“Date of Issue”** means the date on which the Ignite’s VPS Program RFP is issued by the Company to solicit bids from potential bidders to establish and manage the Ignite’s VPS Program.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Funding Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (see Annexure D).
- 1.9. **“Ignite’s Virtual Production Studio (VPS) Program/Project”** means an information & communication technologies development project focusing on establishing and managing a Virtual Production Studio for facilitating Animation, Gaming and other industries of Pakistan to utilize the Virtual Production technologies in local content generation and creating strong economic impact through the establishment of a purpose-built center.
- 1.10. **“Joint Venture (JV)”** means an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.
- 1.11. **“Lead Bidder/Partner”** is the lead entity, in case of consortium, joint venture (JV) or partnership who is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.
- 1.12. **“Partnership”** means a general partnership in the form of a business entity in which two or more co-owners engage in business for profit.
- 1.13. **“Performance Guarantee/Bank Guarantee”** means a legal bond issued to one party of a contract as a guarantee against the failure of the other party to meet obligations specified in the contract.
- 1.14. **“Project Manager”** means a person reporting to the Company on management and control of Ignite’s Virtual Production Studio (VPS).
- 1.15. **“Proposal”** means the entire set of documents consisting of bidder’s Profile, Technical and Financial Proposals submitted by the bidder.

- 1.16. **“Regular Staff”** means permanent/full time staff employed by the successful bidder to perform the services or any part thereof.
- 1.17. **“Request for Proposal (RFP)”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- 1.18. **“Resident Quality Monitor”** means a person appointed by the Company (either in-sourced or outsourced/3rd Party) for liaison & quality monitoring of the project.
- 1.19. **“Self-sustainability”** means meeting the OPEX of the VPS through the revenue generated from the program.
- 1.20. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to the Ignite’s Virtual Production Studio (VPS) RFP and who shall be responsible for establishing the Ignite’s Virtual Production Studio (VPS) and running its operations.
- 1.21. **“Terms of Reference”** (ToR) means that part of Bidding Document(s) which explains the scope of work, activities, tasks to be performed, evaluation criteria, Key Performance Indicators (KPI), respective responsibilities of the bidder as well as expected results and deliverables of the assignment.
- 1.22. **“Ultimate Beneficial Owners”** natural person who ultimately owns or controls the bidder's company and/or the natural person on whose behalf a transaction is being conducted; or natural person who exercises ultimate effective control over a legal person or legal arrangement.
- 1.23. **“Virtual Production Studio (VPS) RFP”** means set of documents prepared by Ignite, which consists of definition, instructions for bidders, ToRs, evaluation criteria, forms for providing information and draft contract etc. to solicit proposal from potential bidders for the establishment and management of Ignite’s Virtual Production Studio (VPS).
- 1.24. **“Virtual Production Studio (VPS)”** means a purpose built, state-of-the-art, Virtual Production Studio with all the requirements mentioned in RFP.
- 1.25. **“Virtual Production Studio Management Team”** means “administration employed by the Successful Bidder on full time basis in accordance with its proposal to manage Ignite’s Virtual Production Studio (VPS).”
- 1.26. **“Virtual Production Studio Management”** means the successful bidder that has been awarded the contract for implementing Ignite’s Virtual Production Studio (VPS).

2 MANDATORY ELIGIBILITY CRITERIA CHECKLIST

Before the Bidders submit their Proposals, within the stipulated time mentioned in this Request for Proposal (RFP) document, bidders are required to make sure that the 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 in the order mentioned in the below checklist at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification:**

Table 1: Mandatory Eligibility Criteria Checklist

#	Mandatory Eligibility Criteria Checklist	Mark <input checked="" type="checkbox"/> / <input type="checkbox"/>
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>), (If applicable, please check <input checked="" type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column).	
5.	In case of proposal being submitted as consortium/Joint Venture (JV), attach consent letter of 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.	<p><u>Two separately sealed envelopes:</u></p> <p><u>Envelope #1 shall clearly bear the name "TECHNICAL PROPOSAL – Ignite's Virtual Production Studio (VPS)"</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</p>	

	<p>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 “FINANCAL PROPOSAL – “Ignite’s Virtual Production Studio (VPS)”</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). Bid Security in a separate sealed envelope, shall be enclosed in Envelope for Financial proposal</p>	
10.	BID Security of PKR 10 Million to be placed in Envelope # 1 along with mandatory documentation	
11.	Affidavit on letter head that the lead bidder satisfies the financing capacity criteria outlined in 13.1,13.2,13.3 Technical Evaluation Criteria. This affidavit is to be placed in Envelope # 1 along with mandatory documentation	
12.	Bidders must provide a formal acknowledgment on their company letterhead, committing to bear 30% of the operational costs of the Virtual Production Studio from its inception until the end of the fourth year, and to assume full operational costs for the fifth and sixth years of the project.	
13.	Conflict of Interest Form (Annexure – B)	
14	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 – C)	
15	Lead Bidder should submit their proposal on EPADs https://eprocure.gov.pk Incase a bid is not submitted on EPADs by lead bidder, it will not be accepted by the Company in hard form.	

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 the same section of the technical proposal. Requirement No. 6 & 7 above, are required to be submitted on separate stamp papers, and Requirement No. 11 & 12 on a separate letterhead.

In case of a consortium, all members of the consortium should submit [Annexure C](#) about information of their beneficial owners. 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.

3 IGNITE – NATIONAL TECHNOLOGY FUND

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 www.ignite.org.pk.

4 INSTRUCTIONS FOR BIDDERS

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

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 Terms of Reference (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 Request for Proposals (RFP) document means in principle acceptance of attached Draft Agreement by the Bidder. During negotiations with Successful Bidder, only minor changes, 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 and bid security will be forfeited.

In the event of non-compliance with the ToRs 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

- a. All prices shall be quoted in Pakistani Rupees (PKR) with the exception of Capital Expenditure which may be quoted in United States Dollars (USD). For the purposes of comparison of bids quoted in USD, the price shall be converted into Pakistani Rupees (PKR). The rate of exchange shall be the selling rate, prevailing on the date of opening of bids, as notified by the State Bank of Pakistan on that day in accordance with PPRA rule no. 30(2).
- b. All payments will be made in Pakistani Rupees (PKR.). For the purposes of payments against price quoted in USD, the price shall be converted into Pakistani Rupees (PKR). The rate of exchange shall be the selling rate, prevailing on the date of purchase by the bidder, as notified by the State Bank of Pakistan on that day.

6.3 Period of Validity of Proposal

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

6.4 Supporting Documents

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

6.5 Cost of Preparing Proposal

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

6.6 Proposal Documents

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

6.7 Technical Proposal

The Technical Proposal is to consist of the following:

- a) Mandatory Eligibility Criteria Checklist – (Page 6 - 6)
- b) Technical Proposal Submission Form [B1](#)
- c) Profile of the Lead Bidder – (Form [B2](#))
- d) Physical Infrastructure - (Form [B3](#))

- e) Relevant Experience of the Firm/Bidder (Form [B4](#))
- f) Proposed Methodology (Form [B5](#))
- g) Roles and Responsibilities of Consortium/JV Partners/Partnership – Form [B6](#) (if applicable)

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

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

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

6.8 Financial Proposal

The Financial Proposal is to consist of the following:

- a) Financial Proposal submission Form– Form [C1](#)
- b) Summary of costs – Form [C2](#)
- c) Breakdown of Capital Expenses – Form [C3](#)
- d) Breakdown of Operational Expenses– Form [C4](#)
- e) Breakup of HR Expenses– Form [C5](#)

The Financial Proposal should provide detailed costing related to the implementation of Ignite’s Virtual Production Studio (VPS).

7 BID SECURITY

Bid security of **PKR 10 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.

8 TAXES

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR with the exception of Capital Expenditure, which may be quoted in USD (inclusive of all duties and

taxes) and the details of which are provided in section 6.2. Amount allocated for taxes in the financial bid shall not be allocated towards any other expense/budget head throughout the duration of the funding agreement.

9 FORMAT AND SIGNING OF PROPOSAL

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

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

10 SUBMISSION, RECEIPT, AND OPENING OF PROPOSAL

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

- 10.1. 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 on letterhead (Form B1 & C1) in separate envelopes.
- 10.2. The Bidder's Organization Head or an authorized representative on his/her behalf should initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 10.3. Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 10.4. Bidder is required to submit one original and one copy of Technical Proposal along with all supporting documents.
- 10.5. One USB containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (excluding the Financial Proposal), must be provided with the Technical Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.
- 10.6. The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment "**Ignite's Virtual Production Studio (VPS)**" and the name of the Bidder. Similarly, the Financial Proposal shall be placed in a

separate sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment “**Ignite’s Virtual Production Studio (VPS)**” 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.

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

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

- 10.8. Bidders must submit their Proposal to the Company by registered post/ courier or by hand to the official postal address of the Company before or on the submission deadline specified elsewhere in this Bidding Document.
- 10.9. Lead Bidders must submit proposals on EPADS <https://eprocure.gov.pk/>.
- 10.10. Any Proposal received by the Company after the deadline for submission shall be returned unopened.
- 10.11. Company reserves the right to accept or reject any or all of the Proposals submitted at any time in accordance with applicable Public Procurement Regulatory Authority (PPRA) rules and the stipulations contained in this document.
- 10.12. Company shall open Technical Proposal at least 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.

11 KEY ACTIVITIES & TIMELINE

#	ACTIVITY/MILESTONE	TENTATIVE TIMELINES
1	RFP Issuance	25 th September 2024
2	Deadline for receiving queries / questions	17 th October 2024
3	Response to queries/questions related to RFP	22 nd October 2024
4	Pre-Bid Conference (NASTP SILICON 1, NASTP Karachi Main Shahra e faisal, Faisal Cantonment, Karachi)	25 th October 2024 15:00
4	Proposal Submission Deadline	4th November 2024 15:00
5	Opening of Technical Proposals (in front of Bidders present at Ignite, 3 rd floor, TF Complex, 7 Mauve Area G-9/4 Islamabad)	4th November 2024 15:30
6	Opening of Financial Proposals (in front of Bidders present at 3 rd floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBD
7	Award/Signing of Agreement	TBD

12 PROPOSAL EVALUATION

- 12.1. From the time the Proposals are opened to the time the evaluation report is announced, Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company 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.
- 12.2. Evaluators of Technical Proposals shall have no access to Financial Proposals until the technical evaluation is concluded.
- 12.3. Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

13 EVALUATION OF TECHNICAL PROPOSALS

13.1. The lead bidder MUST satisfy the Company that it has sufficient financing capacity for the investments required to establish the Virtual Production Studio and to provide all the relevant services without any interruption. The technical evaluation of the lead bidder will not be carried out if the lead bidder does not meet the minimum financing capacity requirements. The criteria to determine whether the lead bidder has sufficient financing capacity for the project are:

- a) A net worth of not less than Rs.200,000,000; or
- b) Possession or access to a line of credit (from AA+/AAA financial institution) equal to Rs.200,000,000.

13.2. Documentation on Financial Resources of the lead bidder

- a) Financial statements of the lead bidder for the preceding two years, including an income statement and balance sheet, prepared in accordance with international financial reporting standards; or
- b) If the lead bidder had not existed, or had not received revenues, for at least two years prior to the submission of the Proposal, the financial statements of any shareholder that meets the requirements of section 13.3 must be provided. The financial statements of said shareholder must be provided for the preceding two years and must be compliant with international financial reporting standards.

13.3. The net worth of any shareholder in the lead bidder's entity may be included in the calculation of the net worth of the lead bidder for the purposes of sections 13.1 and 13.2 if:

- a) the shareholder holds a minimum of 1/3 (one third) of the ownership interest (including all forms of ownership interests) in the lead bidder; and
- b) the shareholder indicates that it is willing to guarantee the performance of the lead bidder and provides

13.4. 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 315 out of 450 marks in technical evaluation criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.

Financial Proposals of those Bidders obtaining less than 315 marks out of 450 (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:

S. No.	Evaluation Criteria	Marks	Sub Marks	Section Marks
1	Profile of the Bidder– (Form B2)			80
	a. Registered age of the Lead Bidder (Years)		30	
	i. Each year of experience carries 2 point. Experience of less than 5 years will carry no points. Maximum Points = 30	30		
	b. Financial Position -Annual Turnover of the Lead Bidder (in Million PKR) (on the basis of last 3 years of audited financial accounts)		50	
	i. Each 10 Million PKR carries 1 point. Turnover of less than 200 Million PKR carries no points. Maximum Points = 50	50		
2	Physical Infrastructure (Form B3)			100
	a. Layout Planning of all the components of the project.	20	100	
	b. Quality/Class of the LED Wall (Volume).	20		
	c. Quality/Class of the Motion Capture Suits and devices	20		
	d. Quality/Class of the ICT Hardware	20		
	d. Quality/Class of other required equipment/furniture etc	20		
3	Relevant Experience of the Bidder or its Consortium/JV partner (Forms B4)			150
	a. Managing & Running Virtual Production Studio(s) – Years in operation		20	
	i. Each year of experience carries 2 point. Maximum Points = 20	20		
	b. Relevant Virtual Production Projects		20	
	i. Each project carries 2 points. Maximum Points =20	20		
	c. Relevant Virtual Production Projects Cumulative worth in Million PKR		20	
	i. Each Million PKR carries 1 point. Maximum Points=20	20		
	d. Virtual Production Human Resource Cumulative Experience (Years).		20	
	i. Each year of experience carries 1 point. Experience of a resources with less than 1 year carries no point. Maximum Points=20	20		
	e. Cloud Administration/IT support Human Resources Cumulative Experience (Years).		20	
i. Each year of experience carries 1 point. Experience of a resources with less than 1 year carries no point. Maximum Points=20	20			

	f. Partnership with an International Virtual Production player: Quality and Scale of involvement of international partner (Studio/Technology Vendor/ Producer etc) in execution of project i. Quality of international partner ii. Scale of involvement of international partner (Studio/Technology Vendor/ Producer etc) in execution of project	20 30	50	
4	Proposed Methodology (Forms B5)			120
	a. Outreach Plan		20	
	i. Advertisements, Promotions, Branding etc.	10		
	ii. Ability to create local & international collaborations with relevant entities and customers.	10		
	b. Management and Execution Methodology		100	
	i. Production Studio processes and procedures	10		
	ii. Self-Sustainability Model and Plan with expected revenue forecasts and plan to attain self-sustainability in 4 years Revenue and OPEX projections from 5 th year	30		
	iii. Program Implementation Plan with activities and schedule	10		
	iv. KPI to assess the performance of all the components of the program	10		
	v. Proposed Team Structure	20		
	vi. Infrastructure sharing methodology with other projects of Ignite (Cost, Medium, Process etc)	10		
	vii. Project Director Profile and Ability to Lead the Studio	10		
Total				450

14 FINANCIAL PROPOSALS

- 14.1 After the evaluation of Technical Proposals, the Company shall communicate to each Bidder their respective technical score. Company shall notify Bidders who have secured minimum qualifying technical score or higher, about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.
- 14.2 Bidders whose technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of Agreement with the Successful Bidder.

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

15 COMBINED SCORE

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

16 AVAILABILITY OF MANAGEMENT TEAM

- 16.1 The Successful Bidder is bound to propose a relevant team structure for the Management Team for VPS in Technical Proposal. The successful bidder must also ensure the availability of proposed team members and in case of non-availability of any proposed team member at the time of submission of proposal during the Agreement term period, the successful bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strengths 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.
- 16.2 The bidder must ensure that in its proposed team structure and resources (either full time and/or part time) team members/experts having expertise to cater for the key requirements of all the components of VPS. If a member of the management team is available only part-time, then his/her hours per month should be mentioned and compensation calculated accordingly.

- 16.3 No member of the proposed team should be part of a team in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.
- 16.4 No member of proposed team shall be a team member of any other project being funded by the Company which is currently under execution.
- 16.5 Full time team members shall 100% be dedicated to this project and will not be allowed to work on any other assignment till their employment on this project. In case of any such noncompliance, the Company will request the successful bidder to immediately terminate the employment of such team member.

17 AWARD OF AGREEMENT

After completing negotiations, the Company shall award Agreement to the selected Bidder (highest ranked). After agreement signing with successful bidder, the Company shall return the unopened Financial Proposals of the unsuccessful Bidders.

18 CONFIDENTIALITY

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

19 CONFLICT OF INTEREST

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and its 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 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 situation(s) 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 successful Bidder till the time they are employee of the Company.

20 FRAUD AND CORRUPTION:

20.1. The Company requires the Bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an 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.

20.2. The Company will reject a Proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the 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.

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

21 CLARIFICATION REQUEST/AMENDMENT

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

PART B

TERMS OF REFERENCE

22 BACKGROUND & INTRODUCTION

The demand for computer animation and gaming has expanded substantially with increased penetration of the latest technologies. The current market size of gaming and animation is more than USD 500 Billion and it is projected to experience an exponential growth in coming years.

Gaming and Animation industry has become one of the fastest growing segments in the global media and entertainment market. The industry is considered one of the most exciting industries in the overall technology industry because of its importance to culture, entertainment and technological advancement. The term entertainment industry is no longer reserved only to television and movie industry because gaming and animation is providing one of the most awe inspiring and immersive forms of entertainment to more billions of people all over the world.

A Virtual Production Studio (VPS) is a facility that uses technology to create and capture high-quality digital content, including films, games, television shows, and commercials. Virtual Production Studios are frequently used in the gaming and animation industries to create high-quality digital content. In the gaming industry, VPS can be used to generate the characters, environments, and other elements that players interact with in a game. This can include everything from character models and animations to backgrounds and special effects. VPS can also be used in the animation industry to create animated films, television shows, and other content. In these cases, the studios may be used to create the character models, environments, and other elements that are used to bring the story to life. Using a VPS can be a cost-effective and efficient way to create digital content for the gaming and animation industries, as it can eliminate the need for physical sets and locations. This can allow for the creation of complex or difficult-to-achieve environments and can speed up the production process. Overall, VPS is an important part of the gaming and animation industry, allowing for the creation of high-quality digital content in a more efficient and cost-effective manner. Currently, no VPS with LED wall exists in Pakistan. The digital content creators of Pakistan have to travel abroad to utilize Virtual Production environment necessary for their games, animations, commercials and other related projects. This increases the overall cost of production and also inhibits local content generation. As gaming and animation continue to provide awe-inspiring and immersive forms of entertainment to billions worldwide, a Virtual Production Studio (VPS) becomes essential. Additionally, the applications of the Virtual Production Studio extend beyond the entertainment industry, with promising implications in various sectors:

Education:

A Virtual Production Studio (VPS) offers a transformative platform for educational content creation. It enables the development of immersive educational simulations, virtual labs, and interactive learning experiences. Educators can engage students in dynamic and interactive ways, making learning more engaging and effective. This technology has the potential to revolutionize education delivery.

Health:

In healthcare, the VPS can be used for medical training and simulation. It facilitates the creation of realistic medical scenarios, surgical simulations, and patient care simulations. Medical

professionals can enhance their skills and improve patient outcomes through lifelike training experiences. The VPS has the potential to elevate healthcare training to new heights.

Agriculture:

The agriculture sector can benefit from VPS applications for training farmers and agricultural workers. Virtual simulations replicate farming environments, crop management scenarios, and equipment operation training. This technology can lead to more efficient and sustainable agricultural practices, addressing critical challenges in food production.

Defense:

The defense sector can leverage VPS for various purposes, including military training, simulation, and strategic planning. VPS technology replicates combat scenarios, battlefield simulations, and equipment operation training. It aids in the development of defense-related content and simulations, enhancing national security preparedness.

The need for a Virtual Production Studio (VPS) transcends the boundaries of entertainment and extends its reach to various sectors, including education, health, agriculture, and defense. With the current market size of gaming and animation exceeding USD 500 billion and projected to grow exponentially, these industries are at the forefront of the global media and entertainment sector.

A Virtual Production Studio (VPS) offers a transformative solution to meet the burgeoning demand for high-quality digital content in these rapidly evolving industries. It serves as a cost-effective and efficient means of content creation by eliminating the necessity for physical sets and locations. VPS technology enables the creation of complex, immersive environments and expedites production processes.

In the context of Pakistan, the absence of a VPS with LED wall technology has presented local content creators with formidable challenges. They have been required to travel abroad, incurring substantial additional costs, and encountering obstacles in generating high-quality local content.

Ignite National Technology Fund is acutely aware of Pakistan's potential to excel in producing high-quality local content across diverse sectors, including entertainment, education, healthcare, agriculture, and defense. Our mission is to bridge this gap and unleash the full potential of Pakistan's digital content creators.

By establishing a state-of-the-art Virtual Production Studio (VPS) in Pakistan, Ignite aims to empower local talent to create exceptional content for a global audience. This initiative not only strengthens Pakistan's position in the global gaming, animation, and multimedia industry but also provides innovative solutions for education, health, agriculture, and defense sectors. etc

Currently, Pakistan lacks a VPS with LED wall technology, requiring local content creators to travel abroad, incurring additional costs, and hindering local content generation. Ignite National Technology Fund strongly believes that Pakistan has a great potential to generate high quality local content for games, animations and other media projects. This content can be used as a vital tool for earning revenue as well as for promoting the culture of Pakistan across the globe. Ignite's VPS will not only provide a platform to the people of Pakistan to come forward, learn and enhance their digital content creation skills but also will aide our national economy to capture the market share in billion-dollar worldwide industry.

The aim of this program is to make Pakistan one of the key regional players in gaming, animation and multimedia industry by providing proper equipment and allied facilities over a period of six (6) years.

23 OVERVIEW OF THE PROPOSAL

Ignite has already established Eight (8) National Incubation Centers (NIC). One in the Federal Capital, and one in each provincial capital and in Hyderabad, Faisalabad and Rawalpindi. Additionally, there are a number of other Incubators & co-working spaces to provide necessary support & services to startups. To address the needs of gaming and animation industry, the Board of Ignite has mandated the Company to solicit proposals for provision of services to establish & manage a Virtual Production Studio (VPS).

The salient features of Ignites VPS project are given below:

- 23.1 Ignite has signed an agreement with NASTP Karachi for space of 12,000 sq ft for the establishment of VPS;
- 23.2 The rents for the location will be paid directly to NASTP by Ignite through its rental agreements with NASTP. It is essential to note that the rental cost should not be added to the financial proposal by the bidder; these costs are already accounted for by Ignite;
- 23.3 The utilities cost at will be on actual usage basis. The responsibility for bearing these utility costs rests with the bidder, and it is imperative that the bidder includes these costs in their financial bid;
- 23.4 The successful bidder will have to transform the provided space into state-of-the-art furnished VPS with all amenities such as air conditioning, lighting, furniture, water supply, elevator (if required), security, emergency exit, high speed internet availability, ICT facilities, backup power, required seating space for crew, washrooms etc.;
- 23.5 A VPS with LED wall with specifications compliant with the requirements and standards of international gaming, animation and media industry (such as LED Volume P1.9/P2.0, Cabinet size of 500mm X 500mm with 18Bit+/22Bit+ Colour Management Cards, Power Cables, Ground Stacks, 4K Video Controller) or better, Truss Systems, Light Screens, along with other required technologies and facilities;
- 23.6 Funding and monitoring of Ignite's VPS project will be conducted by the Company as per its mandate;
- 23.7 There must be a contributory stake of execution partner for sharing at-least 30% of Operational Expenditure (OPEX) since inception of the project till 4th year of operations. 70% of the OPEX will be borne by Ignite for the first four years of operations;

- 23.8 A VPS which attains self-sustainability in 4 years (no funding will be given by the company after the 4th year of operations);
- 23.9 Capital Expenditure related to the establishment of Ignite's VPS project will be reimbursed by the Company. Moreover, the company will also reimburse 70% of the OPEX for the first four years of operations;
- 23.10 Operations are to be run by the successful bidder who will also be responsible to appoint a full-time professional management team appointed to run and manage Ignite's VPS project;
- 23.11 The successful bidder will be required to submit regular progress covering all aspects of the program to the Company on regular basis;
- 23.12 Ignite's VPS will be an open platform for all eligible participants without any discrimination;
- 23.13 The successful bidder must have a strong proven background and experience in building, managing and running a VPS;
- 23.14 Bidders should have a strong network of local & international industry leaders from the media, gaming and animation.

Based upon the above, the Company therefore invites proposals from bidders to implement Ignite's VPS project in a purpose-built center as per the guidelines/terms of reference mentioned in this RFP.

24 TERMS OF REFERENCE

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

24.1 Infrastructure Provisioning

The Successful Bidder will be required to:

- i. Design, renovate & furnish the identified location;
- ii. Provide necessary ICT infrastructure including high speed internet etc.;
- iii. Establish a Virtual Production Studio with all required facilities;
- iv. Install and Integrate an LED wall (Volume) (20x60 ft) in the VPS;
- v. Truss Systems, Light Screens, along with other required technologies and facilities;
- vi. Provision of required rendering/development ICT resources on-cloud;
- vii. Provision of Motion Capture, Spatial Tracker equipment;
- viii. Provision of all other allied infrastructure facilities, fixtures, utilities and accessories as may be required.

24.2 Scope of Activities

- i. Establish a Virtual Production Studio having state of the art audio, video and lighting facilities including all relevant equipment, necessary hardware and software and associated licenses for gaming and animation development;
- ii. The studio will have an LED wall (20x60 ft) with all the functionalities necessary for virtual production to meet international production standards and requirements. This includes specifications such as LED Volume P1.9/P2.0, Cabinet size of 500mm X 500mm with 18Bit+/22Bit+ Colour Management Cards, Power Cables, Ground Stacks, 4K Video Controller) or better;
- iii. Specify that the LED wall should be compatible with industry-standard software and workflows;
- iv. Provision of 2 x Motion capture suits with required software and licenses and industry standard precision and accuracy;
- v. Provision of 1 x 3D product scanner meeting international scanning and modeling standards with necessary software and licenses;
- vi. Ensure the availability of dedicated and ergonomically designed space for production crew, adhering to international standards for studio layouts and workspace ergonomics, ICT infrastructure, secure lockers, storeroom etc.;
- vii. Provide a robust HVAC system designed to maintain consistent temperature and humidity levels in compliance with international standards for equipment preservation;
- viii. Ensure an uninterruptible power supply (UPS) system to safeguard against power interruptions, aligning with international best practices for studio operations;
- ix. At studio, the successful bidder will ensure:
 - a. International standards for studio layouts, including camera placement, lighting grids, and acoustics, to optimize production workflows.
 - b. Recording area for 5-10 guests, seated and framed in a medium or tight shot.
 - c. Working area to host 8-10 people at an editing station and/or control the studio equipment.
 - d. Provision of necessary ICT tools and services/facilities for rendering.
- x. To ensure that the noise level in the production studio should not exceed 30 db, the bidder shall comply to international standards either by ensuring sound proofed thick walls or by adding acoustic foam panels to walls to “dampen” echoes and outside sounds. The successful bidder will also ensure that the walls of studio do not vibrate or shake due to sources such as air conditioning, power equipment in an adjacent room or a slamming door;
- xi. Ensure compliance with international guidelines for vibration control within the studio;
- xii. Video cameras must support a minimum resolution of 4K (3840x2160 pixels). Lighting equipment should provide a minimum of 2,000 lumens per square meter, and, conforming to industry standards (e.g., SMPTE and AES) and equipped with the latest technology and equipment;
- xiii. Procure software and hardware components that are industry-standard and compatible with the latest industry workflows and software packages;
- xiv. Provide cloud infrastructure capable of hosting and scaling according to international cloud computing best practices;

- xv. Hire experienced technical staff who are professionals in their areas and would be able to manage Virtual Production studio/Motion Capture lab etc.;
- xvi. Develop a mechanism for sharing of allied facilities with other projects of Ignite aligned with international practices, emphasizing collaborative workflows, scheduling flexibility, and fair resource allocation;
- xvii. Develop and implement a mechanism for self-sustainability of the VPS/Motion Capture lab that includes revenue generation strategies, cost control mechanisms, and a clear roadmap for achieving self-sustainability;

24.3 OUTREACH AND COMMUNICATION

The VPS Management must devise and ensure a comprehensive communication & outreach strategy. The successful bidder must ensure to reach out to all key stakeholders that can become part of Ignite's VPS project through effective media and outreach strategy using key digital and non-digital methods and tools for outreach and communication including but not limited to:

- a. Organizing relevant events.
- b. Creation of linkages with international and local players.
- c. Formation of partnerships/collaborations with relevant stakeholders.
- d. Marketing and branding.

24.4 Professional Management

24.4.1 Management of VPS

The successful bidder by appointing a professional full-time management team will be responsible to run the operations of VPS in accordance with its proposal in the winning bid. The VPS management team will be responsible for activities including but not limited to:

- i. Run the affairs of all the components of VPS in the most prudent and professional manner in line with international best practices (with due care and without negligence);
- ii. Create and manage a public website/web-portal that includes relevant material pertaining to different activities of VPS and other information considered important for different stakeholders;
- iii. Explore opportunities for collaboration with Industry, Academia and the Government;
- iv. Prepare and develop all relevant Policies and Procedures to efficiently and effectively manage the operations of VPS. These policies may include, but not limited to, Human Resource Management, Procurement, Health & Safety, Facilities, and other relevant administrative policies. These policies will have to be developed and submitted during inception phase of the project and will be implemented for effective operations of VPS. All such policies will be duly approved by the Company before their implementation. Any subsequent changes for improvement in policies will have to be approved by the Company;
- v. Propose relevant team structure in its proposal as per best global practices. The proposed project team must have domain specialists for all the components of the project. The bidder will make sure that if selected & awarded the contract, the proposed team structure will be available for hiring as per timelines proposed in its proposal. All members

of the project team to manage VPS should be hired under equal employment opportunity environment with relevant qualification, experience & skill set. The successful bidder will not be allowed to change/replace any key member of the VPS management team unless realistically justified and subsequently approved by the Company;

- vi. The VPS management should provide comprehensive networking & relationship building support to participants of all the components of the project;

24.4.2 Alignment with the Demand Side/Customers and Investors

The VPS Management in collaboration with Company shall align and interact with the industry on regular basis. Management shall also strive to attract investors, industry professionals, gaming and animation studios, content developers etc. and meaningfully engage with them to inform them about Ignite's VPS project. Similarly, the successful bidder shall also network and interact with local and international corporations and other relevant individuals and entities to mobilize local resources that may impact the sustainability of Ignite's VPS project.

24.4.3 Performance KPIs for VPS Management.

Each year, the company will provide revised Key Performance Indicators (KPI) to VPS Management after careful analysis of the market. The quantitative and qualitative KPI's should include but not be limited to:

S#	KPI	Targets	Evaluation Duration
1	Minimum No. of VPS projects completed	1	Quarterly
2	Minimum No of Industry awareness sessions held	2	Quarterly
3	Minimum No of students awareness sessions held	2	Quarterly
4	VPS session conducted at Ignite's Center of Excellence in Gaming and Animation (CEGA)	2	Quarterly
5	Industry events	2	Yearly
6	Training Workshops	1	Quarterly
7	Self-sustainability plan vs actual target	1	Quarterly

Note: First Year will be treated as Base/Reference Year

All the Key Performance Indicators will be reviewed and revised (if required) on quarterly basis. Percentage of the management fee equal to achieved percentage of the KPIs will be awarded to the management partner against each quarter.

24.4.4 Desired Outcomes

Following are the expected outcomes of the project:

- (a) A VPS which attains self-sustainability in 4 years (no funding will be given by the company after the 4th year of operations)
- (b) Availability of required infrastructure to gaming, animation and media industry through provision of VPS.
- (c) Reduction in the operational cost of gaming, animation and media companies.
- (d) Provision of a center for cross-pollination of ideas and nurturing linkages through a purpose-built center.

24.4.5 Governance Structure

Regular monitoring of VPS will be done by the Ignite team through its representatives and Resident Quality Monitor(s) appointed by the Company

Ignite's VPS Project will be supervised by;

- i. The overall activity will be conducted under the oversight of the Board of Ignite;
- ii. Monitoring by Company under the projects mandate;
- iii. The VPS Management team itself (appointed by the Successful Bidder). The Head of the "Ignite VPS Program" must have the demonstrated experience in establishing and managing VPS.

24.4.6 Tenure of Ignite's VPS Project

Successful Bidder is required to build and complete the furnishing of infrastructure in maximum 06 months from the date of "Award of Contract". The tenure of VPS will be six (06) years from the date of commencement of project and can be extended subject to board's approval. After 06 years, the Board will decide on further course of action allowed under public procurement rules including extension of tenure for VPS management based on continual success against management KPIs. In case of no extension, a fresh RFP may be issued following PPRA rules.

24.5 Responsibility Framework

24.5.1 Provision of Funds

Company will be responsible for the funding of Capital and Operational expenditures as per the Funding Agreement. Regular monitoring will also be within the ambit of Company as per its inherent mandate. Funding will be provided on **reimbursement** basis. Hence, successful bidder will have to ensure availability of funds equivalent to expected budget of at least 6 months of Operations of the program.

- a. There must be a contributory stake of execution partner for sharing at-least 30% of OPEX since inception of project till 4th year of operations. 70% of the OPEX will be borne by Ignite for the first four years of operations;
- b. Capital Expenditure related to the establishment of Ignite's VPS project will be reimbursed by the Company. Moreover, the company will also reimburse 70% of the OPEX for the first four years of operations;
- c. The center shall be self-sustainable after completion of 4 years (Meeting OPEX through its own revenue). The successful bidder will have to run the center through the revenue of the center for the 5th and 6th year of the project duration. The successful bidder will have to finalize revenue reporting mechanism with the Company after award of contract.
- d. The execution partner will have a contributory stake for sharing at-least 30% of OPEX (excluding rent) since inception of the project till 4th year of operations.

24.5.2 Performance Guarantee

The successful bidder shall furnish to the Company a Performance Guarantee in the form and substance and by a bank acceptable to the Company in the sum of PKR Twenty-Five (25) Million against the performance of 5th and 6th year of operations. The Performance Guarantee shall be submitted in sixth month of 4th year and shall remain valid for at least 2.5 years. The Performance Guarantee shall be forfeited if the successful bidder breaches any of its obligations under the contract, including slippages in the committed Appendixes.

24.5.3 Provision of Space

Ignite has signed an agreement with NASTP Karachi for a space of 12,000 sq ft for the establishment of VPS.

24.5.4 Provision of Infrastructure and Environment Enrichment

The Successful Bidder shall be responsible for the development of necessary infrastructure required to commence the operations of VPS within six (6) months from the date of the commencement of the project. However, it is desirable that Successful Bidder develop the state-of-the-art infrastructure within the minimum possible time. This should include, inter alia, provisioning of power, HVAC, ICT infrastructure, power backups, fire safety/security system, furnishing, smart building, etc. along with any other related infrastructure/materials/supplies. Accordingly, the identified space shall be converted/renovated by the Successful Bidder into VPS as per best international practices and standards. The cost of such renovation shall be part of the bid.

24.6 Equity

Successful bidder can take equity in a project originating from VPS against its own investment only. If investment is made by the successful bidder against equity, the same has to be informed by successful bidder to the Company.

24.7 Intellectual Property (IP) Rights

The Company will own IP rights created by successful bidder arising out of VPS. However, neither the Company nor the Successful bidder will have any rights to IP developed by the participants of the program or the projects undertaken by third parties utilizing VPS for their own projects. IP rights will stay with respective team/startup/content developer.

24.8 Payment Plan

All payments shall be made on reimbursable basis. However, a onetime mobilization advance of up to 20% of CAPEX amount may be paid to successful bidder on request, against a Bank Guarantee equivalent to the mobilization advance to be submitted by the bidder. The same will be released immediately after adjustment of mobilization advance.

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

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

PART C

FORMS TO BE SUBMITTED WITH PROPOSAL

TECHNICAL PROPOSAL - STANDARD FORMS

B1 Technical Proposal Submission Form

B2 Profile of The Lead Bidder

B3 Physical Infrastructure

- a. Layout Planning
- b. Quality/Class of Equipment
 - i. VP Studio
 - ii. Shared Space

B4 Relevant Experience of The Firm/bidder

- a. Managing and Running Relevant Components
- b. Experience in Relevant Components
- c. Experience of HR Employed by the Bidder

B5 Proposed Methodology

- a. Outreach Plan
- b. VP Studio Management Methodology
- c. Training Methodology
- d. Community Center and Coworking Space Management Methodology
- e. Program Management Plan

B6 Roles and Responsibility of Consortium JV/Partners

(Add rows to forms where necessary in relevant forms)

Note: The bidder has to mention conversion rate to PKR along with conversion date where the value provided is in any other currency.

B1. Technical Proposal Submission Form (to be submitted on BIDDER'S letter head)

[Location, Date]

To:

Manager Procurement

Ignite – National Technology Fund

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

Islamabad, Pakistan

Tel: +92-51- 910 7441 - 46

Cell:+92-306-199-1234

Fax: +92-51- 910 7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for implementing **Ignite's Virtual Production Studio (VPS)** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Profile of the Lead Bidder

S #	Criteria	
1	Profile of the lead bidder: <ul style="list-style-type: none">i. Registered age of Company (in years) - Duly verified from certificate of incorporation or equivalent.ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	<ul style="list-style-type: none">i. Location of agency office/sub officeii. Number of branches and their contact numbers.iii. Total number of employees at different branches.	
3	Financial Strength of the lead bidder <ul style="list-style-type: none">i. Name of Banksii. Copy of audited Annual Accounts (of last 3 years)iii. Tax Registration (NTN/STN/FTN)	



B3: Physical Infrastructure

a. Layout planning

This should have proposed drawing and 2D or 3D pictures etc. of the facility to be renovated. The plan should accommodate the required staff, equipment etc. and all the other requirements as per the scope of work etc.

b. Quality and Class of Equipment for Ignite's VPS

Proposed equipment details along with quality & class of the equipment (categorized as Class A & Class B, Branded or Non-branded etc.), bill of material along with complete material specification. The list must contain the details for LED Wall and Motion Capture Suits, along with their make and model along with other required details requested in the form.

Quality and Class of Equipment					
S#	Equipment	Category/Class	Country of Origin	Quantity	Specification
1	LED Wall				
2	Motion Capture Suits				
3	ICT Hardware				
4	Other required Equipment				

B4: Relevant Experience of the firm/bidder

a. Managing and running Virtual Production Studio(s)

Virtual Production Studio Experience					
S#	Name of the organization	Years in operation	No of employees	Location	Website

- In case of no experience in Virtual Production, enter NIL.
- The experience must be supported by relevant documentation to prove the experience of the bidder. In the absence of any such proof, the experience of the bidder will not be considered.
- The experience of managing and running a Virtual Production Studio must be either of the lead bidder, consortium partner or a strategic partner which is supported by a consent letter.
- The entity whose experience is proposed should also be engaged in managing and operating Ignite's VPS. This engagement must be clearly documented and submitted as part of the proposal

Relevant Virtual Production Projects and Value

Virtual Production Projects							
S#	Project Title	Technology Used (Unreal, Unity etc)	Category (Movie, commercial, other)	Project Completion Proof Attached (Yes/No)	Client Name	Web Link	Project Value (Million PKR)
Total Value							

- Only those figures will be considered for which documentary evidence will be submitted.

b. Virtual Production Human Resource Cumulative Experience (Years)

S#	Name of Employee	Domain Speciality	No. of Years of Experience in Domain Speciality	No of Years with the Bidder/Employer	Full Time/ Part Time / Consultant

- Signed CVs of the Human Resources, highlighting their experience in Virtual Production, along with their role in Ignite's VPS must be submitted to be considered.

c. Cloud Administration/IT support Human Resources Cumulative Experience (Years).

S#	Name of Employee	Domain Speciality	No. of Years of Experience in Domain Speciality	No of Years with the Bidder/Employer	Full Time/ Part Time / Consultant

- Signed CVs of the Human Resources, highlighting their experience in Cloud Administration/IT Support, along with their role in Ignite's VPS must be submitted to be considered.

d. Partnership with an International Virtual Production player: Quality and Scale of involvement of international partner in execution of project.

The bidder must include proof of its partnership with an International Virtual Production organization (Studio/Technology Vendor/ Producer etc) and the support it will be providing to the bidder for VPS.

Quality:

- Attach profile of the international Virtual Production Partner, highlighting its experience in Virtual Production.

Scale of Involvement:

S.No	Name of Local or International Entity	What will be this Collaboration for?	Planned Activities to be performed by Relevant Entity	Planned Month and Year	Expected results	Contact details of the entity.



B5: Proposed Methodology

a. Outreach Plan.

- a. Defining goals and objectives;
- b. Identification of audience;
- c. Setting of targets;
- d. Advertisements, Promotions, Branding etc.;
- e. Plan evaluation methodology (criteria, targets, duration)
- f. Ability to create local & international collaborations with relevant entities

b. Management and Execution Methodology

- i. VPS processes and procedures
- ii. Self-Sustainability Model and Plan with revenue forecast and plan to attain self-sustainability in 4 years.
- iii. Program Implementation Plan with activities and schedule timelines.
- iv. KPIs to assess the performance of all the components of the program.
- v. Infrastructure sharing methodology with other projects of Ignite (Cost, Medium, Process etc)
- vi. Proposed Team Structure. (Place here the organizational chart of proposed team structure with roles & responsibilities of each designation for implementing VPS). Below is the proposed team (presented as guidelines) for operating, however, bidder can propose its own staff for managing the operations:

Position	Num
Project Director	1
Project Manager	1
Project Coordinator	1
Finance and Admin	1
Tracking Specialist	1
Chief Operator	1
Image Specialist	1
Tech Artist	1
IT Manager	1
IT Support Staff	2
Marketing Manager	1

Legal and Professional Services	1
Office Assistants	1

- a. Personnel Summary (Complete for each Team Member, including the Project Director)

Name of the Employee:

Position:		
General Information	Name:	Date of Birth:
	Telephone:	
	email:	
	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		Company/Project/Position/Specific Tech experience
From	To	

Education:

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

Certification:

Memberships:

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

Certification/Undertaking:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If selected for the project, I will be available for at least the first 3 years of the project.

_____ Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

(Add pages where necessary)

* Please provide signed forms for consideration. Unsigned documents will not be considered.



B6: Roles and Responsibilities of Consortium/JV Partners/Partnership etc.

Applying As:

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

Lead Partner Organization Details:

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

Other Partner's Organization Details:

Partner 1:

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

Partner 2:

Name of Partner:

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

Partner 3:

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

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

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

FINANCIAL PROPOSAL - STANDARD FORMS

C1. – Financial Proposal Submission Form	45
C2. – Summary of Costs	
C3. – Breakdown of CAPEX	
C4. – All Operational Expenses (Itemized List)	
C5 – Breakdown of HR cost	

Note:

- a. All amounts quoted should be in PKR and **inclusive of all applicable taxes**. However, the bidder may quote Capital Expenditure in the United States Dollars (USD) inclusive of all applicable duties and taxes. For the purposes of comparison of bids quoted in USD, the price shall be converted into Pakistani Rupees (PKR). The rate of exchange shall be the selling rate, prevailing on the date of opening of bids, as notified by the State Bank of Pakistan on that day in accordance with PPRA rule no. 30(2).
- b. All payments will be made in Pakistani Rupees (PKR.). For the purposes of payments against price quoted in USD, the price shall be converted into Pakistani Rupees (PKR). The rate of exchange shall be the selling rate, prevailing on the date of purchase by the bidder, as notified by the State Bank of Pakistan on that day.

C1. – Financial Proposal Submission Form (On bidder’s letter head)

[Location, Date]

To:

Manager Procurement

IGNITE – National Technology Fund

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

Islamabad, Pakistan

Tel: +92-51- 910 7441 - 46

Cell:+92-306-199-1234

Fax: +92-51- 910 7447

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for implementing ‘Ignite’s Virtual Production Studio (VPS)’ 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.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C2. – Summary of Costs

Particulars	Pak Rupees
CAPEX including taxes	
OPEX (4 years) including taxes	
Grand Total of Financial Proposal	

C3. – Breakdown of CAPEX

* Please include all Capital expenditures.

* For shared resources among different components, please specify cost under one component.

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

CAPEX

The following cost heads are added for guidelines only. The bidder may add, remove or modify the cost heads provided as guidelines.

Virtual Production Studio							
S#	Cost Head	Y0(6 months - Establishment Phase)	Y1	Y2	Y3	Y4	Total
1	Renovation/interior design cost						
2	Furniture and Fixtures						
3	Security System and Fire Safety						
4	ICT Allied Infrastructure (laptops, servers, software etc)						
5	Virtual Production LED Wall						
6	Motion Capture Suits (2)						
7	3D Product Scanner						
8	Contingencies						
9	Any other items (Please specify and add rows)						
10	Backup Power (give details in tech proposal)						
11	HVAC (give details in tech proposal)						
	Sub Total CAPEX						

C4. – All Operational Expenses (Itemized List)

OPEX

The following cost heads are added for guidelines only. The bidder may add, remove or modify the cost heads provided as guidelines.

Virtual Production Studio							
S#	Cost Head	Y0(6 months - Establishment Phase)	Y1	Y2	Y3	Y4	Total
1	Professional support for VP Studio						
2	Service Level Agreement						
3	Cloud Hosting and Rendering (give service details)						
4	Contingencies						
	Human Resources (give details in C5)						
5	Professional Fee (Internal Audit, Legal, Tax, etc.)						
6	Management Fee						
7	Facility/ Equipment Insurance						
8	Repair and Maintenance						
9	Traveling, Boarding, Lodging for management team (local/international) (give details in tech proposal)						

10	Workshops/Trainings/Events Expenses (give details in tech proposal)						
11	Internet Bandwidth (specify Mbps)						
12	Marketing/Advertisements/ Outreach Plan (give details in tech proposal)						
13	Contingencies						
14	Any other items (Please specify)						
	Sub Total OPEX						

C5 – Breakdown of HR cost

S#	Title	Monthly Expense (Full time/Part time)*	Y0(6 months - Establishment Phase)	Y1	Y2	Y3	Y4	Total
	Project Director							
							

Bidders can propose their own positions also other than the proposed positions.

* Full time positions must complete 40 hours a week. Part time positions should complete a minimum of 10 hours per week.

25 ANNEXURE A

One Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

Single stage - Two envelope procedure:

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

26 ANNEXURE B

CONFLICT OF INTEREST - DISCLOSURE FORM

(To be printed on company's letterhead)

In compliance of the mandatory requirement mentioned in the RFP for 'Ignite's Virtual Production Studio' 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:

27 ANNEXURE C

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)

28 ANNEXURE D

FUNDING AGREEMENT

BETWEEN

IGNITE NATIONAL TECHNOLOGY FUND

AND

[ABC*] COMPANY LIMITED**

Dated _____

THIS FUNDING AGREEMENT (this “**Agreement**”) is made at Islamabad on this [X***] day of [XYZ***], 2023.

BY AND BETWEEN

IGNITE NATIONAL TECHNOLOGY FUND, a company registered as non-profit organization, under Section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017), with its offices at Ignite, 3rd Floor, Telecom Foundation Complex, 7-Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the “**Company**” and/or “**Ignite**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), of the One Part;

AND

[ABC*] COMPANY LIMITED**, a company duly registered and incorporated under the laws of Pakistan, having its registered office at [XYZ***] (hereinafter referred to as the “**Successful Bidder**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), of the Other Part.

The Company and the Successful Bidder are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”, wherever the context so requires.

RECITALS:

WHEREAS:

- a) The Company wishes to promote efficient, sustainable and effective Information and Communication Technology initiatives through synergic development of industrial and academic resources;
- b) Ignite’s Board mandated the Company to solicit proposals from potential bidders for establishment of a purpose-built Virtual Production Studio (“**VPS**”).
- c) **Successful Bidder** had submitted a proposal for the VPS Project (as hereinafter defined) which has been subsequently reviewed and approved by the Company for funding;
- d) The Company vide letter dated [***XY-XY-2023] accepted the proposal dated [***XY-XY-2023] submitted by **Successful Bidder** and has accordingly accepted to fund the, establishment and management of the VPS Project on the terms set forth in this Agreement;
- e) And, the Parties are now desirous of reducing into writing their agreement on their respective rights and obligations in relation to the execution and funding of the Project and matters related thereto.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions:

In this Agreement, the following terms shall have the meaning ascribed thereto below:

- i) “**Agreement**” means this signed agreement together with the Project Portfolio and Appendices, which form an integral part of this Agreement;

- ii) **“Appendix”** means an Appendix attached to the Project Portfolio, which shall be considered an integral part of the Project Portfolio, in the hierarchy as set forth in Section 1.2;
- iii) **“Bidder”** means a firm, agency, party or consortium/JV which will submit proposal in response to this RFP.
- iv) **“Bidding Document”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- v) **“Board”** means the Board of Directors of the Ignite – National Technology Fund.
- vi) **“Capital Expenditure (CAPEX)”** means costs incurred on establishing or maintaining fixed/immovable assets.
- vii) **“Company”** Ignite – National Technology Fund, registered under Section 42 of the Companies Act 2017, (Former Company Ordinance, 1984) with its office at 3rd Floor, Telecom Foundation (TF) Complex, 7 Mauve Area, G-9/4, Islamabad, Pakistan.
- viii) **“Consortium”** means an association of more than one legal entity, which have come together to jointly respond to this RFP.
- ix) **“Date of Issue”** means the date on which the Ignite’s VPS Project RFP is issued by the Company to solicit bids from potential bidders to establish and manage the Ignite’s VPS Project.
- x) **“Day”** means calendar day.
- xi) **“Deliverables”** means the tasks, activities, reports, drawings, plans, documents, data, information and the like, whether in draft or final form, required to be performed and/or delivered by [the Successful Bidder] under this Agreement;
- xii) **“Disclosing Party”** means the Party which discloses Information to the Receiving Party;
- xiii) **“Effective Date”** the date when mobilization advance as mentioned in Appendix D is released to [the Successful Bidder];
- xiv) **“Grant”** means the approved funding for the Project, as more fully set forth in the Project Portfolio;
- xv) **“Ignite’s Virtual Production Studio (VPS) RFP”** means set of documents prepared by Ignite, which consists of definition, instructions for bidders, ToRs, evaluation criteria, forms for providing information and draft contract etc. to solicit proposal from potential bidders for the establishment and management of Ignite’s Virtual Production Studio (VPS).
- xvi) **“Ignite’s Virtual Production Studio (VPS) Program/Project”** means an information & communication technologies development project focusing on uplifting the gaming, animation and media industry of Pakistan for creating strong economic impact through the establishment of purpose-built center(s).
- xvii) **“Information”** means all information or data (whether provided orally, visually, in writing or in any other method) which is directly or indirectly disclosed to or made available to a Party (including its employees, officers, advisers, agents or representatives) hereto by the other Party (including its employees, officers, advisers, agents or representatives) in relation to this Agreement or the Deliverables. Without prejudice to the generality of the foregoing definition, the “Information” shall include but not be limited to:
 - a. Information contained in and/or ascertainable from samples, stored in and transmitted via electronic medium, letters, papers, drawings, manuals, technical and test reports, proposals, financing and legal information; and
 - b. any information relating to any Party's processes, procedures, plans, intentions, products and services information, know-how, Intellectual

Property and Intellectual Property Rights, market opportunities, customers or other business affairs.

- xviii) **“Intellectual Property Rights”** means rights in intellectual property, whether or not any of these rights are registered, and include all applications for such rights, matters or things or registration thereof and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world;
- xix) **“Joint Venture (JV)”** means an enterprise formed by two or more individuals or companies for the purpose of submitting the bid. All members of a consortium/joint venture (i.e., the leader and all other members) are jointly and severally liable to the Company.
- xx) **“Lead Bidder/Partner”** is the lead entity, in case of consortium, joint venture (JV) or partnership who is principally participating in submission of the proposal and should submit a letter of intent for purpose of identification.
- xxi) **“Operational Expenditure (OPEX)”** means the costs that are incurred while performing ongoing recurring operational activities.
- xxii) **“Participant(s)”** means the individuals or businesses that use the services of Ignite’s Virtual Production Studio.
- xxiii) **“Participation Period”** means the time during which the Participants utilize the services/facilities of Ignite’s Virtual Production Studio
- xxiv) **“Project”** means the project titled Virtual Production Studio (VPS) as more fully described in the Project Portfolio;
- xxv) **“Project Documents”** mean:
 - a. this Agreement; and
 - b. the Project Portfolio;
- xxvi) **“Project Manager”** means a person reporting to the Company on project control and management of Ignite’s VPS Project.
- xxvii) **“Project Portfolio”** means the detailed description and plan for the Project approved for funding by the Company and attached to this Agreement as [Annexure-**]. The Project Portfolio consists of:
 - a. Appendix A - Project Proposal approved by the Company;
 - b. Appendix B - Project Monitoring Schedule;
 - c. Appendix C - Milestones Chart with Deliverables;
 - d. Appendix D - Phased Disbursement Schedule;
 - e. Appendix E - Request for Proposal. And
 - f. Appendix F- Agreement between [the **Successful Bidder**] & Service Delivery Partner
- xxviii) **“Proposal”** means the entire set of documents consisting of bidder’s Profile, Technical and Financial Proposals submitted by the bidder.
- xxix) **“Receiving Party”** means the Party to whom the Information is disclosed by the Disclosing Party;
- xxx) **“Regular Staff”** means permanent/full time staff employed by the successful bidder to perform the services or any part thereof.
- xxxi) **“Request for Proposal (RFP)”** means set of documents prepared by Ignite, to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- xxxii) **“Self-sustainability”** means meeting the Operational Expenditure of the center through the revenue generated from the Project;

- xxxiii) **“Successful Bidder”** means a bidder who has been awarded the contract under this Agreement pursuant to the Ignite’s VPS RFP and who shall be responsible for establishing and managing (running the operations of Ignite’s) VPS Program and running its operations;
- xxxiv) **“Term”** means the period for completion of the Project given in the RFP (Appendix-E) under the head Tenure of VPS starting from the Effective Date of this Agreement and/or till delivery of the Deliverables by [the Successful Bidder] as per terms and conditions of the Agreement and its Appendices/Annexures;
- xxxv) **“Terms of Reference” (ToR)** means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment;
- xxxvi) **“VPS”** means Ignite’s Virtual Production Studio;
- xxxvii) **“VPS Management”** means the Successful Bidder that has been awarded the contract under this Agreement for implementing Ignite’s VPS Project; and
- xxxviii) **“VPS Management Team”** means administration employed by the Successful Bidder on full time basis in accordance with its proposal to manage Ignite’s VPS Project.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

Words and expressions defined in any provision of this Agreement, other than Section 1.1 hereinabove, shall bear the respective meanings assigned to them in the relevant Sections;

- i) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- ii) Any reference to a statute or law shall include that statute or law as amended, re-enacted or extended;
- iii) The headings in the Agreement are included for ease of reference only and shall not be used in its interpretation;
- iv) Words importing persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires;
- v) Approval as required under this Agreement, shall mean approvals (including confirmations) which are to be obtained in writing, as agreed between the Parties;
- vi) The Recitals, Appendices and Annexes form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Recitals, Appendices and Annexes;
- vii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years of the Gregorian calendar;
- viii) All references to reports, intimation, information and/or communication to the Company hereunder shall mean reports, intimation, information and/or communication to the Company;
- ix) All the defined terms used in this Agreement but not specifically defined shall have the same meaning as ascribed to them in the Request for Proposal;
- x) In case of any conflict and/or inconsistency between any statements, terms or provisions contained in the Project Documents and/or the Appendices thereto, the order of precedence shall be as follows:
 - a. This Agreement;
 - b. Phased Disbursement Schedule (Appendix D of the Project Portfolio);
 - c. Project Monitoring Schedule (Appendix B of the Project Portfolio);

- d. Milestones Chart with Deliverables (Appendix C of the Project Portfolio);
- e. Request For Proposal (RFP) (Appendix E of the Project Portfolio);
- f. Project Proposal approved by the Company (Appendix A of the Project Portfolio);

2 MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

- Both Parties, to their respective extent, represent, warrant and covenant, as applicable, as follows:
- 2.1 Each Party has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder as a body corporate/corporation, duly formed, validly existing and in good standing under the laws of Pakistan and is duly authorized and qualified to conduct transactions/business in Pakistan;
 - 2.2 The execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate/administrative action and this Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms;
 - 2.3 Neither the execution, delivery nor performance of this Agreement conflicts with, or results in a violation or breach of the terms, conditions or provisions of, or constitutes a default under, the organizational documents of either Party or any contract or other instrument under which either Party or its assets are bound, nor violates or conflicts with any applicable law or any judgment, decree, order, writ, injunction or award applicable to either Party;
 - 2.4 Neither Party is in violation of any applicable law, which violation, individually or in the aggregate, would affect the performance of its obligations under this Agreement;
 - 2.5 There is no pending controversy, legal action, arbitration proceeding, administrative proceeding or investigation instituted, or to the best of either Party's knowledge threatened, against or affecting, or that could affect, the legality, validity and enforceability of this Agreement, nor does either Party know of any basis for any such controversy, action, proceeding or investigation;
 - 2.6 The VPS will be supervised in three tiers:
 - a) The overall operations/activities of the Project shall be conducted under supervision of the Board.
 - b) Monitoring of operations/activities of the project shall be carried out by the Company as per its inherent funding and monitoring mandate.
 - c) The VPS Management Team shall, by itself, also effectively monitor the activities of the Project.
 - 2.7 Each Party has examined this Agreement, including the Project Portfolio, thoroughly and has become familiar with all its terms and provisions.

3 PROJECT SCOPE

3.1 Subject to and in accordance with the terms of this Agreement:

- i) [The **Successful Bidder**] shall set up, maintain and manage VPS in accordance with this Agreement;
- ii) [The **Successful Bidder**] shall execute and implement the Project and shall perform and deliver all agreed Deliverables in accordance with the Project Portfolio, with due care and without negligence; and

- iii) the Company shall disburse the Grant to [The **Successful Bidder**] in accordance with the schedule given in the Phased Disbursement Schedule subject to verification of deliverables accomplished (Appendix D of the Project Portfolio).

4 PRINCIPAL DUTIES OF THE PARTIES

4.1 Duties of [The Successful Bidder]

[The **Successful Bidder**] shall:

- (i) implement the Project and establish a purpose-built VPS at Karachi;
- (ii) provide conducive environment to host required number of Participants of the different components of the Project at Karachi, (with further provision to accommodate 25% more Participants at any given time) with allied facilities. In case number of Participants increases beyond 25%, modalities of the same shall be jointly defined by the Parties;
- (iii) appoint professional management team to run the operations of the VPS. In case of vacancy in any of approved position, the bidder will be bound to fill the same position within in 3 months as per the criteria of vacant position;
- (iv) perform and deliver the Deliverables listed in the Project Portfolio with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- (v) complete and submit all Deliverables and perform all its obligations under this Agreement within the time stipulated in the Project Portfolio. Time shall be of the essence of this Agreement;
- (vi) fully comply with any representations, warranties and undertakings provided in the Project Portfolio relating to the quality and contents of the Deliverables;
- (vii) use its reasonable endeavors for the successful and timely completion of the activities, tasks or Deliverables which are not quantified or for which no measurable indices are given in the Project Portfolio;
- (viii) submit reports as mentioned in this Agreement;
- (ix) facilitate regular monitoring of VPS as and when to be done by the Company;
- (x) present on regular basis to the Company progress achieved in all aspects of the Project;
- (xi) keep detailed records of all acts and things done in relation to the Project and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;
- (xii) comply with all applicable laws, including but not limited to Federal and Provincial Governments' Rules and Regulations, Sop's, Policies such as related to COVID, bye-laws, mandatory vaccinations of the staff/employees as they exist in Pakistan from

time to time, including safety and security standards applicable to the activities and tasks covered under the Project;

- (xiii) apply for, obtain and maintain at all times all required and applicable permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this 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 “**Transition Deliverables**”). Upon successful completion of the Project as per terms agreed under the Agreement, the Transition Deliverables may be transferred back to [the **Successful Bidder**] by the Company as may be reasonably determined by Ignite;
- (xiv) use its best efforts to ensure that all the data, information and beliefs included, or relied upon, in the Deliverables are accurate to the best of its knowledge. All tests and measurements shall be made in accordance with the recognized quality assurance protocols, where applicable. In the event [the **Successful Bidder**] obtains or relies on any derived data, information or beliefs, it shall utilize reasonable and customary efforts to ensure the quality and information of such data, information or beliefs;
- (xv) promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of technical information or by responding to reasonable requests for revisions to the Deliverables;

4.2 Duties of the Company

The Company shall:

- (i) Perform regular oversight of the operations related to the Project as per the Company’s inherent mandate;
- (ii) Timely disburse the Grant in accordance with this Agreement and as scheduled in **Appendix-D**;
- (iii) ensure regular monitoring against defined KPIs and agreed Project management methodology;
- (iv) respond to requests for information which [the **Successful Bidder**] is not reasonably expected to obtain itself within the scheme of the Project Portfolio) in a timely and proper manner; and
- (v) exercise all powers and discretion vested in it under this Agreement reasonably and with the objective of realization of the aims and objectives of the Project.

5 MONITORING PROJECT PERFORMANCE

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

5.2 Responsibilities of [the Successful Bidder]

[The **Successful Bidder**] takes full responsibility for the performance of the Project and/or the Deliverables in light of the Grant and for the results achieved as per the agreed terms and conditions

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

5.3 Review by the Company

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

6 CHANGES IN PROJECT SCOPE OR METHODOLOGY

6.1 Change in scope

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

6.2 Significant Changes, Delays or Events of Unusual Interest

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

6.3 Changes in [the **Successful Bidder**] or Person-Months Devoted to the Project

i) Basic Requirements

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

ii) Change in Person-Months/Time Devoted to the Project

In the event that there is a reduction of 25% or more in time that [the **Successful Bidder**] should be spending on the Project in any annual quarter, [the **Successful Bidder**] shall intimate the Company of such reduction in person-months devoted to the Project. If the Company determines that the reduction of effort will substantially impair the successful execution of the Project, the Company may:

- a. require [the **Successful Bidder**] to nominate a replacement acceptable to the

Company; or

- b. initiate the termination procedures described in Section 12 (*Term, Suspension and Termination*)

7 DISBURSEMENT OF THE GRANT

- 7.1 All payments shall be made on reimbursable basis. However, a onetime mobilization advance of up to 20% of CAPEX amount may be paid to the Successful Bidder on request, against a Bank Guarantee equivalent to the mobilization advance to be submitted by the Successful Bidder. The same will be released immediately after adjustment of mobilization advance. Payment for required infrastructure development will be made as per the Payment Plan agreed with the Successful Bidder. Furthermore, payment of operating expenses including but not limited to utilities, salaries of Management Team, payment of trainings/workshops etc. will be made through the invoices duly verified by Company. The Successful Bidder shall submit invoices to Company as per agreed Phased Disbursement Schedule (Appendix-D). The same may be verified by the Company within 30 calendar days. Payment will be made within 30 calendar days after acceptance of deliverables. In case of variance, the undisputed amount shall be recommended to finance for payment. There shall be no expenditure incurred beyond the approved disbursement plan. However, in exceptional circumstances, for any expense beyond the approved payment plan, the Board will be the final authority to approve such payments or otherwise.
- 7.2 The execution partner will have a contributory stake for sharing at-least 30% of OPEX since inception of the project till 4th year of operations. 70% of the OPEX will be borne by Ignite for the first four years of operations and disbursed accordingly.
- 7.3 Company will reimburse the 70% of Operational Expenditure (OPEX) of the Project for 4 years. The purpose-built center under the Project shall be self-sustainable after completion of 4 years of the Term (Meeting OPEX through its own revenue). The Successful Bidder will have to run the purpose-built center through the revenue of the center for the 5th and 6th year of the Project duration/Term of this Agreement. The Successful Bidder will have to finalize revenue reporting mechanism with the Company after award of this Agreement
- 7.4 The execution partner will have a contributory stake for sharing at-least 30% of OPEX (excluding rent) since inception of the project till 4th year of operations.
- 7.5 Capital Expenditure related to the establishment of Ignite's VPS project will be reimbursed by the Company.
- 7.6 No services, equipment, material, test apparatus, real estate property or any other items shall be purchased with sums representing the Grant, nor shall any improvement or modification be made thereto unless specifically included in the Project Portfolio as approved by the Company.
- 7.7 SUCCESSFUL BIDDER shall be responsible to comply with the relevant tax laws as applicable in Pakistan. All taxes shall be deducted as per applicable laws of Pakistan.
- 7.8 All payments shall be made by the Company within a reasonable time period preferably not exceeding 60 calendar days from the delivery and acceptance of each Deliverable along with submission of invoice in accordance with Appendix C (attached herewith).

8 RECORDS, RETENTION AND AUDIT

8.1 Accounting

- i) SUCCESSFUL BIDDER shall maintain accurate accounting information in the standard accounting formats and financial records regarding the Project in conformity with Generally Accepted Accounting Principles (GAAP). The Company or its authorized agents may obtain a copy of such records

and shall have access to such records at any reasonable time during normal business hours during the entire term and for a period of three (3) year after the expiry of the Term (the "SUCCESSFUL BIDDER Audit"). In the event that material inconsistency is found between the existing accounting records of SUCCESSFUL BIDDER in relation to the Project and SUCCESSFUL BIDDER Audit, SUCCESSFUL BIDDER shall have a new audit incurred, by auditors approved by the Company, at the sole cost of SUCCESSFUL BIDDER, and such cost shall in no manner form part of the Grant.

ii) The Company may cause to be carried out the audit of the accounting records or performance audit of SUCCESSFUL BIDDER pertaining to the Project at any time during the Term and within three (3) year after the expiry of the Term.

iii) The Grant disbursed by the Company to SUCCESSFUL BIDDER for the Project shall be maintained in a separate bank account titled "Ignite's Virtual Production Studio", (the "Grant Account") unless specifically authorized otherwise by the Company which will be operated and managed by authorized partner of Successful Bidder.

iv) SUCCESSFUL BIDDER shall facilitate audit(s) of the Grant received for the Project from an SBP enlisted 'A'-rated Chartered Accountant firm, appointed directly by the Company.

8.2 Financial

i) All invoices shall be raised by SUCCESSFUL BIDDER duly signed by its authorized signatory. Besides any other relevant information, the invoices shall contain title and number of the bank account and the breakup of the cost heads against which the amount is required.

ii) All invoices shall be supported by latest bank statement, summary of funds utilization and budget vs. actual cost comparison (if required). In case of procurement during a quarter, copies of the original paid invoices shall also be attached.

iii) SUCCESSFUL BIDDER will submit quarterly financial reports to the Company in accordance with the format provided for the purpose by the Company.

iv) The Company will sponsor the Project in accordance with the details given in its acceptance of the Project Proposal submitted by SUCCESSFUL BIDDER and this Agreement. All disbursements will be made according to the disbursement plan along with the Milestones Chart with deliverables (Appendix C) attached herewith as Phased Disbursement Schedule (Appendix D).

v) The amount to be paid by the Company as mentioned in the Disbursement Plan (unless otherwise expressly stated or modified in the Project Documents) is the maximum funding commitment and cannot be modified/alterd/changed without the Company's prior approval/written consent. Any other expenses whether associated with the Project or otherwise, not mentioned in this Agreement and its attachments shall be borne by SUCCESSFUL BIDDER.

vi) Notwithstanding anything to the contrary contained in this Agreement, all payments of the Grant shall be subject to proper and timely performance of the Project by SUCCESSFUL BIDDER in accordance with the terms and conditions of this Agreement. Disbursement for direct expenses as given in the Project Proposal will be made at actual on reimbursement model. The mobilization amount shall only be released in advance to cater up to fifty percent of the expenses pertaining to establishment Phase of the Project. The Company will decide the mobilization advance in consultation with SUCCESSFUL BIDDER.

vii) The SUCCESSFUL BIDDER acknowledges and covenants provision of a bank guarantee, equivalent in sum and worth to the Mobilization Advance, no later than fifteen 15 days from signing of the contract, to the Company.

viii) Wherever applicable under the services cost, the budget approved for utilities and communication expenses shall be utilized vis-à-vis the Company's agreed share in the cost.

ix) No amount from the "Contingency's/ Miscellaneous" cost head per the approved budget, attached in the Project proposal, shall be spent without prior approval from the Company

9 REPORTING

9.1 Quarterly Reports

- i) The Successful Bidder shall prepare and submit quarterly reports and deliverable as mentioned in Appendix B and C of this Agreement.

9.2 Annual Reports

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

9.3 Final Project Report

- i) Within thirty (30) days following expiration of the period of the Grant/Project, a final project report must be submitted to the Company in the form and manner as communicated to SUCCESSFUL BIDDER.

10 PROPERTY MANAGEMENT

10.1 Title to property, Deliverables

- i. All property, movable, immovable, tangible or otherwise acquired or purchased by utilizing sums representing the Grant, and all Deliverables at any stage of the progress of the Project and whether in draft form or completed (the “**Asset/s**”) shall be and remain the absolute property of the Company, provided that, the Company may, in its sole discretion, upon successful completion of the Project, transfer title to some or all of the Assets, movable and immovable properties to the Successful Bidder.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 New Intellectual Property

- i) The Project is envisaged, initiated and being funded by the Company and the Deliverables are being performed and delivered by SUCCESSFUL BIDDER upon the instructions, and on behalf of the Company. Therefore, SUCCESSFUL BIDDER hereby acknowledges and agrees that all Intellectual Property Rights created or generated in the course of the Project and/or as a result of the performance and delivery of the Deliverables shall vest in and be the absolute property of the Company (**the “Developed IPR”**).
- ii) Neither the Company nor the SUCCESSFUL BIDDER will have any rights to IP developed by the Participants of VPS program or the projects undertaken by third parties utilizing VPS for their own projects.
- iii) Except as otherwise provided in this Clause 11 (including Sections 11.2 and 11.3), none of the provisions of this Agreement shall be deemed or construed to result in any transfer, assignment or waiver (whether partial or otherwise) of the Developed IPR of the Company to SUCCESSFUL BIDDER or any other third party whatsoever.
- iv) SUCCESSFUL BIDDER shall execute, or procure the execution of, at the Company’s expense, all assignments, licenses, assurances, deeds, documents and acts as may be reasonably required under the applicable laws to fully and absolutely vest the Developed IPR in the Company subsisting anywhere in the world.
- v) Furthermore, where applicable, SUCCESSFUL BIDDER shall provide all necessary assistance and support to the Company in registering the Developed IPR under the applicable laws, if required.

For the avoidance of doubt, the Developed IPR shall not include any Intellectual Property Rights which SUCCESSFUL BIDDER may have created prior to the Effective Date or outside of the scope of the Project Portfolio, provided the existence of such prior Intellectual Property Rights is notified in advance by SUCCESSFUL BIDDER and documented in the Project Portfolio. SUCCESSFUL BIDDER shall, upon request, confirm to any prospective licensee or assignee of the Company the rights of the Company under this Clause

vi) Any failure by SUCCESSFUL BIDDER to facilitate the transfer and to ensure that the Developed IPR fully vests in the Company (as mentioned above) for reasons attributable to SUCCESSFUL BIDDER after expiry of a time frame stipulated by the Company shall result in immediate and automatic forfeiture of any license granted by the Company to SUCCESSFUL BIDDER in connection with and/or for use of the Developed IPR.

vii) The Company may assign or license its rights in the Developed IPR to any person/entity on such terms as the Company may deem appropriate.

11.2 Existing Intellectual Property

i) To the extent that: (a) the Developed IPR incorporates any Intellectual Property of SUCCESSFUL BIDDER or any third party, or (b) where the use, benefit or enjoyment of the Developed IPR is dependent on the existing Intellectual Property of SUCCESSFUL BIDDER or any third party (together the "Existing IPR"), SUCCESSFUL BIDDER shall provide or shall procure the provision to the Company of all Existing IPR on the basis of a royalty free or royalty based (as the case may be), non-exclusive, freely transferable license in perpetuity on the terms and conditions set out in this Clause for unencumbered and uninterrupted use, benefit and enjoyment of the Developed IPR (the "Existing IPR License"). For the purposes of this Clause 11.2 "use, benefit and enjoyment" includes adaptation, copying and/or modification of the Developed IPR and that the Company holds the benefit of each Existing IPR License for itself and for any such person to whom it may license, assign or transfer the Developed IPR, on the terms that:

- a) all costs relating to the Existing IPR License are once only fees payable to the party owning the right;
- b) the Existing IPR License shall permit the use of and access to such Existing IPR by any person to whom the Company may transfer, assign or license the Developed IPR;
- c) where applicable, SUCCESSFUL BIDDER shall place or shall procure that the source coding of any licensed software is placed in escrow with an independent third party and shall require that independent third party to enter into an escrow agreement with the Company;
- d) the Existing IPR License shall not restrict any of the Company's rights and remedies under these conditions in respect of the Developed IPR; and
- e) in the event that any license to SUCCESSFUL BIDDER for the Existing IPR is terminated for any reason other than the default of the Company then SUCCESSFUL BIDDER shall at its own expense either (i) obtain a license entitling the Company to continue using such Existing IPR; or (ii) replace such Existing IPR without detracting from the overall performance of the Project; in each case, in terms no less favorable than the terms of this Clause 11.2; and
- f) the Existing IPR License shall be granted by SUCCESSFUL BIDDER shall procure the grant of the Existing IPR License to the Company on the date any Deliverable making use of or incorporating the Existing IPR is delivered to the Company (whether in draft or final form).

11.3 Indemnification for Plagiarism and/or Breach of IPR

i. SUCCESSFUL BIDDER hereby warrants and undertakes that the Information included in the Proposal for approval by the Company and/or matured in the form of Deliverables and/or all

Intellectual Property Rights in, arising out of or capable of legal recognition in respect of the Project is/are (a) not plagiarized; (b) has/have already been wholly or partially created, developed or researched by SUCCESSFUL BIDDER prior to the signing of this Agreement; (c) is/are not the copied work of any other person; and/or (d) does not infringe the Intellectual Property Rights of any third party anywhere in the world. "Plagiarism" means the unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work. Copied work would occur when SUCCESSFUL BIDDER might be found to duplicate another person's language, ideas, creative expression, intellectual property, an imitation or reproduction of an original or other related work in the Project and then call the work its own. SUCCESSFUL BIDDER would further ensure that the Project has no unauthorized resemblance or similarities with any other project which is in the same field as the Project or a closely connected field or with the research or development of any product or process similar to or closely connected with the Project of a third party. Hence, any violation of this Clause 11.3 (a) shall be regarded as a material breach of this Agreement, entitling the Company to, in addition to all other remedies available to it under the law: (a) terminate this Agreement forthwith; and (b) recover the entire amounts paid to SUCCESSFUL BIDDER till the effective date of termination.

ii. SUCCESSFUL BIDDER shall further protect, indemnify and defend the Company, its officers, members, directors, employees, agents and consultants, against, and hold each of the foregoing harmless from, at all times after the date hereof, any and all claims demands, proceedings/costs, charges and losses incurred, suffered, sustained or required to be paid by, or sought to be imposed upon any of such aforesaid persons/entities, arising directly out of any breach or infringement by SUCCESSFUL BIDDER of any Intellectual Property Rights of any third party in the performance of its obligations under this Agreement.

iii. If any such proceedings are brought, or any claim is made, against the Company, arising out of the matters referred to herein, the Company shall promptly give SUCCESSFUL BIDDER notice of such proceedings or claims, and SUCCESSFUL BIDDER shall at its own cost and expense and in the Company's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

iv. If SUCCESSFUL BIDDER fails to notify the Company within fifteen (15) days after receipt of such notice that it intends to defend any such proceedings or claim, then the Company shall be free to defend the same on its own behalf at the cost of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER shall, however, at the request of the Company, afford all available assistance to the Company in the defense of such proceedings or claim.

v. The provisions of this Clause shall survive the termination or expiry, as the case may be, of this Agreement.

11.4 APPLICABILITY

i) The Parties agree that this clause shall only be applicable to the Intellectual Property rights created as a result of the Deliverables performed by SUCCESSFUL BIDDER in accordance with the existing scope of the Project.

12 TERM, SUSPENSION & TERMINATION

12.1 Term

i. Successful Bidder is required to complete the furnishing of infrastructure in maximum 06 months from the date of "Award of Project". The Term of VPS will be six (06) years from the Effective Date of this Agreement. After 06 years, the Board will decide on further course of action allowed under the Public Procurement Rules, 2004 (**PPRA Rules**) including extension of tenure for VPS management

based on continual success against management KPIs. In case of no extension, a fresh RFP may be issued following PPRA rules.

ii. In case the Agreement is not extended after the lapse of Term, SUCCESSFUL BIDDER shall be required to handover the premises of VPS in working condition to Ignite.

12.2 Suspension

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

- a) the Company when SUCCESSFUL BIDDER has materially failed to comply with the terms and conditions of this Agreement and fails to remedy such material failure within sixty (60) days from a notice in writing ("**Suspension Notice**");
- b) the Company when it has other reasonable cause; and
- c) the Company when it prima facie believes that there has been 'misconduct' in relation to the Grant;

ii. Generally, the action to suspend the Grant, by the Company, will be taken only after the SUCCESSFUL BIDDER has been informed through the Suspension Notice of the proposed action, or informed of any deficiency on its part and given an opportunity to correct it. The Company, however, may immediately suspend the Grant without notice when it believes such action is reasonable to protect the interests of the Company and/or the Government.

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

12.3 Termination

i. Automatic Termination

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

- a. the completion of all Deliverables (Appendix-C) as detailed in the Project Portfolio, duly certified / approved by the Company; or
- b. the final disbursement of sums under the Grant; or
- c. expiry of the Term of this Agreement.

ii. Termination by mutual consent

This Agreement shall also terminate where;

- a. both Parties mutually agree to terminate the Agreement in writing, or
- b. upon the continuance of an event of Force Majeure in terms of Clause 16.

12.4 Termination for material breach

i. The Company may, by issuing a written notice of termination, terminate this Agreement forthwith if SUCCESSFUL BIDDER:

- a. are in material breach of any of their obligations under this Agreement, which breach, if capable of remedy, is not cured by SUCCESSFUL BIDDER within a period of thirty (30) days after receipt of a written notice by the Company noting the breach and demanding remedy thereof; or
- b. are in non-compliance with the ToRs under the RFP (Appendix-E) and/or any material provisions of this Agreement;

- c. have delayed the performance or delivery of any Deliverable beyond thirty (30) days of the due date thereof under the Project Portfolio, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by the Company; or
- d. other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.

ii. **SUCCESSFUL BIDDER** may, by issuing a written notice of termination, terminate this Agreement forthwith if the Company:

- a. is in material breach of any of its obligations under this Agreement which breach, if capable of remedy, is not cured by the Company within a period of Sixty (60) days after receipt of a written notice by the **SUCCESSFUL BIDDER** noting the breach and demanding remedy thereof;
- b. delays, without cause, the release of any disbursement of the Grant beyond Sixty (60) days of the due date of payment thereof in accordance with Appendix D, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by **SUCCESSFUL BIDDER**; or
- c. other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.

12.5 *Notwithstanding* anything contained hereinabove, in the event that this Agreement is terminated for any material breach by the **SUCCESSFUL BIDDER** (including but not limited to fraud, negligence or malicious or malafide intents or activity on the part of **SUCCESSFUL BIDDER**), **SUCCESSFUL BIDDER** hereby unequivocally agrees that **SUCCESSFUL BIDDER** shall be liable to reimburse the disbursed portion of the Grant provided for the Project.

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

12.7 Consequences of Termination

- i. In the event of termination of this Agreement for material breach:
 - a. the obligation of the Company to release any disbursement under the Grant shall terminate, provided that, the Company shall remain responsible to make payments due and outstanding for the Deliverables (draft or final) performed and delivered to the Company up to the date of termination unless such Deliverables, in the opinion of the Company reasonably exercised, are not meaningful or incapable of use on their own without the completion of the remaining Deliverables under the Project;

- b. subject to clause (a) above, SUCCESSFUL BIDDER shall forthwith refund any sums disbursed under the Grant which have not been accounted towards a Deliverable (draft or final) accepted by the Company;
- c. SUCCESSFUL BIDDER shall provide accurate and updated accounting records detailing all sums received under the Grant and their application towards the various activities comprised in the Project Portfolio;
- d. SUCCESSFUL BIDDER shall forthwith return all Information provided by the Company and provide a written undertaking that no copies or other reproductions of the Information have been retained;
- e. SUCCESSFUL BIDDER shall execute and deliver all licenses, assignments, deeds and instruments as may be necessary to comply with the provisions of Clause 11 to the extent of any Developed IPR or Existing IPR in relation thereto capable of legal recognition up to the date of termination and shall forthwith cease to use or make use of the Developed IPR; and
- f. SUCCESSFUL BIDDER shall cease all contact with third parties on Company's behalf or in relation to the Agreement and notify the Company (with details) of the then current status of all work-in-progress. SUCCESSFUL BIDDER shall, upon request, co-operate with and afford the Company all such assistance as the Company may reasonably require to procure, where possible, the completion of the Project by a third party.
- g. In the event of termination of this Agreement under Clauses other than material breach, subject to SUCCESSFUL BIDDER performing the duties listed in this Agreement, the Company shall pay to SUCCESSFUL BIDDER (i) all sums under the Grant then due and outstanding for completed Deliverables performed and delivered to the Company, (ii) such sum as shall be fair and reasonable for the work satisfactorily began and performed at the date of termination of the Agreement and, (iii) the reasonable, additional costs directly incurred by SUCCESSFUL BIDDER in terminating the Project which are notified to the Company within three (3) working days after the effective date of termination, such payment being in full and final settlement of any claim which SUCCESSFUL BIDDER may have in respect of such termination. Termination of this Agreement shall be without prejudice to the rights and obligations which accrued prior to the termination or which by their terms are intended to arise or operate upon or after termination.

13 PERSONNEL

13.1 The Key Personnel

- a. For the purpose of this Agreement Key Personnel means the "Project Director" proposed by SUCCESSFUL BIDDER in the Project Proposal, with mentioned qualifications, skill and experience.
- b. SUCCESSFUL BIDDER shall ensure that the Deliverables are performed personally by the Key Personnel and that they observe and are bound by all provisions of this Agreement.
- c. SUCCESSFUL BIDDER shall not change or replace any of the Key Personnel without the prior consent in writing of the Company, provided that, the Company shall be entitled to withhold its consent where the proposed change is likely, in the reasonable opinion of the Company, to have an adverse impact on the quality or timely completion of the Deliverables.

14 GENERAL

14.1 The Company shall, subject to consultation with SUCCESSFUL BIDDER, be at liberty to object by notice in writing to SUCCESSFUL BIDDER to any person used by SUCCESSFUL BIDDER in the performance of the Deliverables who shall, in the reasonable opinion of Company, misconduct himself / herself or be incompetent or negligent and SUCCESSFUL BIDDER shall forthwith remove such person from the Project and provide an appropriate replacement and that person shall not be again used on the Project without the prior written consent of the Company.

14.2 Where SUCCESSFUL BIDDER provides any replacement personnel, it shall notify the Company immediately with details of the replacement for approval, which approval shall not be unreasonably withheld or delayed.

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

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

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

15 CONFIDENTIALITY

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

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

15.2 SUCCESSFUL BIDDER may disclose the Company's Information only to such of SUCCESSFUL BIDDER's directors, officers and employees ("Permitted Persons") who need to know the Company's Information for the purposes of the Agreement. SUCCESSFUL BIDDER:

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

15.3 The obligations contained in this Clause shall survive the termination or expiry of this Agreement for a period of five (05) years.

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

- (i) at the time of receipt by the Receiving Party:
 - a. is in the public domain or thereafter becomes part of the public domain; or
 - b. is lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure, in each case, otherwise than in consequence of breach of the Agreement. For the avoidance of doubt, possession of any Information by any third party who is bound by similar obligations of confidentiality shall not constitute Information in the public domain;
 - c. was lawfully obtained by the Receiving Party from a person (other than the Disclosing Party) under no obligation of confidentiality to the Disclosing Party in respect thereof;
 - d. the Receiving Party is required to disclose by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a Court, arbitration or administrative tribunal in the course of proceedings before it provided that the Receiving Party shall, as soon as possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Information which is necessary to comply with the relevant order or requirement;
 - e. the Disclosing Party has approved the release of by written authorization; or
 - f. the Receiving Party wishes to disclose to its professional advisers in connection with the interpretation or operation of the Agreement or any dispute arising therefrom, provided that the Receiving Party shall ensure that such advisers are aware of and comply with the obligations of confidentiality set out in this Clause and shall be responsible for any breach of the obligations of confidentiality contained in this Clause by such advisers.

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

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

16 FORCE MAJEURE

16.1 If either Party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by an event of Force Majeure and if such Party gives written notice thereof to the other party, promptly and without delay and in any case within two (2) working days of the occurrence of the event of Force Majeure or the affected Party becoming aware thereof, specifying the matters constituting the event of Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party so prevented or delayed shall be excused the performance as from the date of such notice for so long as such cause or delay shall continue and the respective dates for performance set out in the Project Portfolio shall be extended on a day-for-day basis during the continuance of the event of Force Majeure. If the event of Force Majeure continue to have effect for a period of more than ninety (90) days the Party not claiming relief under this Clause shall have the right to terminate this Agreement upon giving a notice of termination to the other Party, such notice to take effect fourteen (14) days after the date thereof, but such notice shall not take effect if the Party claiming relief gives notice within that period that the event of Force Majeure has ceased and that it is capable of resuming its performance under this Agreement.

16.2 For the purposes of this Agreement, “event of Force Majeure” means any event or circumstance, or combination of events or circumstances, that that is beyond the reasonable control of a Party that materially and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement; provided that such event or circumstance, or combination of events or circumstances, shall not constitute an event of Force Majeure to the extent that it, or such material adverse effect, could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In particular, events of Force Majeure shall include, but not be limited to, strikes, lockouts, industrial action (that is widespread and not limited to the affected Party), civil commotion, riot, invasion, act of terrorism, war, threat of or preparation for war, fire, explosion, storm, flood, cyclone, typhoon, tornado, earthquake, subsidence, epidemic, pandemic other than COVID-19 or other natural physical disaster or political interference with the normal operation of the affected Party, provided that, Force Majeure shall not include the lack of financial means for the affected Party to perform its obligations under this Agreement or events or circumstances that would have been reasonably foreseeable and capable of mitigation or prevention by the affected Party.

17 RESOLUTION OF DISPUTES

17.1 Mediation by Expert

- a) All disputes which shall at any time arise between the Parties hereto in relation to or in any manner connected with this Agreement ("**Dispute**") shall, in the first instance, be resolved amicably through negotiation;
- b) In the event the parties do not reach an acceptable resolution of the Dispute, either Party may, within twenty-one (21) days of such negotiations, issue a written notification of the

Dispute ("Dispute Notification") to the other Party along with request for mediation by an Expert. A Dispute Notification shall be effective once given and shall not be questioned by either Party for the reason that attempts at internal resolution by the officials or representatives of the Parties are being undertaken. Subject to Clause 17.1, mediation by an Expert shall be a condition precedent to any arbitration or other legal proceedings by a Party for the resolution of the Dispute.

- c) An "**Expert**" means a person with appropriate qualifications and experience in the field of information and communications technology who is included in a roster maintained by the Company.
- d) Within ten (10) days of issuance of the Dispute Notification, the Parties shall jointly agree upon and select an individual to act as the Expert under this Agreement. However, in the event that the Parties are unable to agree upon an Expert acceptable to both parties, within the aforementioned time period, the process of mediation under this Clause 17.1 shall terminate and the affected Party shall be free to initiate arbitration proceedings against the other Party under Clause 17.2 hereunder.
- e) The Parties shall promptly furnish to the Expert all information reasonably requested by such Expert relating to the particular Dispute. The Expert shall be required by the Parties to use all reasonable endeavors to render his decision within thirty (30) days following the referral of the Dispute to him. In the event of any Party's failure or refusal to furnish the information promptly to enable the Expert to give his decision within the afore-said time limit, the Expert shall note such refusal or failure and shall base his decision on the information made available, provided that, genuine reasons (as determined by the Expert) for the inability of a Party to furnish the requested information shall not be a cause for adverse inferences by the Expert against such Party. The Parties shall co-operate fully with the Expert to achieve a determination within the afore-said period of thirty (30) days.
- f) Each Party shall bear its own costs incurred in the process of mediation, provided that, the fees of the Expert shall be borne by the Company.

17.2 Arbitration

If the Parties cannot agree upon the selection of an Expert under Clause 17.1, hereinabove or a Party is dissatisfied with the decision of the Expert, such Party may refer the Dispute for resolution through arbitration by a sole arbitrator appointed with the consent of both Parties or, if the Parties cannot agree on the appointment of a sole arbitrator, then by two arbitrators, one to be appointed by each Party and, in case of disagreement between them, by an umpire who shall be appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators or the umpire, as the case may be, shall be final and binding upon the Parties. The place of arbitration shall be Islamabad and shall be held in all respects in accordance with the Arbitration Act, 1940 or any statutory modification or re-enactment thereof.

18 MISCELLANEOUS

18.1 Publicity / Media Releases

- i. No publicity releases, including news releases relating to this Agreement and the Project shall be issued by SUCCESSFUL BIDDER or by any person on its behalf without the prior consent of the Company, which shall not be unreasonably withheld.

18.2 Remedies Cumulative

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

18.3 Notices

All notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, “**Notices**”) shall be in writing and given as follows by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged, (c) registered or certified mail, return receipt requested, first class postage prepaid or (d) by electronic mail with a confirmation copy delivered by another method. All Notices shall be addressed to the applicable addresses for the Addressee or to any other address or addressee as any party entitled to receive Notices under this Agreement shall designate, from time to time, by Notice given to the others as stated herein. Notices shall be deemed “delivered” upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a Business Day or is required to be delivered on or before a specific day which is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day; it being expressly agreed and understood that in the case of electronic mail, such notice shall be deemed “delivered” upon the date such electronic mail is sent to the applicable addresses entitled to receive Notices under this Agreement.

For Purposes of serving valid notices – the Parties agree that the official addresses of each Party and their designated representatives to whom such notices are to be addressed are as follows:

IGNITE(Company)

Name:

Designation:

Address:

Phone No.

Email Address.

[SUCCESSFUL BIDDER]

Name:

Designation:

Address:

Phone No.

Email Address.

18.4 A notice or communication given pursuant to this agreement shall be deemed to be served and received by the addressee:

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

18.5 Waiver

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

18.6 Severability

i. In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, such provisions shall be deemed amended in such reasonable manner as would achieve the intention of the Parties as closely

as possible to the original intent or, at the discretion of the Party affected thereby, may be severed from this Agreement and the remaining provisions shall remain in full force and effect.

18.7 Amendment:

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

18.8 Sufficiency of Project Documents

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

18.9 Governing Law and Jurisdiction

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

18.10 Time of the essence

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

18.11 Further Assurances

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

18.12 Assignment

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

18.13 Successors

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

18.14 Independent Contractors

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

18.15 Indemnity

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

18.16 Personal Liability

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

18.17 Distribution of Equity

i. The Participants and the SUCCESSFUL BIDDER shall decide the ratio of distribution of equity by a separate mutual agreement between each other in case an investment is made by the

SUCCESSFUL BIDDER during the Participation Period in accordance with the best global practices and the same shall be informed by SUCCESSFUL BIDDER to the Company.

18.18 Counterpart

i. This Agreement may be executed in two (02) or more counterparts each of which shall be considered one and the same Agreement and each of which shall be deemed an original

IN WITNESS WHEREOF the Parties here to have executed this Agreement in duplicate on the dates written below:

FOR & ON BEHALF OF

IGNITE

ABC COMPANY LIMITED

NATIONAL TECHNOLOGY FUND

Name: Asim Shahryar Husain

Title: Chief Executive Officer

Date:

Name: (ABC)

Title: -----

Witnesses

1.

1.

Name:

Title:

CNIC:

Name:

Title:

CNIC:

2.

2.

Name:

Title:

CNIC:

Name:

Title:

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.