



Ministry of Information Technology & Telecom  
Government of Pakistan



## REQUEST FOR PROPOSAL (RFP)

RFP No.: IGNITE/PSDP/2025-2026/PROC/02

# HIRING OF A FIRM FOR DUE DILIGENCE OF STARTUPS & INVESTORS FOR PAKISTAN STARTUP FUND

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

**3<sup>rd</sup> Floor, Telecom Foundation (TF) Complex**  
7 Mauve Area, G-9/4, Islamabad  
[www.ignite.org.pk](http://www.ignite.org.pk)

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## **PART A**

### ***DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS***

## 1. Definitions

1. **"AOP"** means an enterprise jointly formed by two or more legal entities including companies, firms, organizations, agencies or individuals with the specific purpose of submitting a bid.
2. **"Bidder"** means a firm, partnership, association of persons, consortium/JV, agency or party which will submit proposal in response to this RFP.
3. **"Bidding Document"** means the comprehensive set of documents issued by the Company, acting as the Procuring Agency, to provide prospective bidders with all necessary information required to prepare their bids. This set includes, but is not limited to, definitions to minimize ambiguity, requirements for soliciting proposals, instructions for bidders, Terms of Reference (TOR), evaluation criteria, forms for submitting information, and a draft contract.
4. **"Board"** means the Board of Directors of the Ignite – National Technology Fund.
5. **"Company"** refers to M/s. IGNITE, a company incorporated under section 42 of the repealed Companies Ordinance, 1984, now governed by the Companies Act, 2017, with Corporate Universal Identification Number (CUIN) 0058556, having its registered office at Telecom Foundation Complex Building, 3rd Floor, G-9/4, Islamabad, Pakistan.
6. **"Consortium"** means a group of two or more legally recognized entities, including companies, firms, enterprise, organizations, or agencies, that come together under a formal agreement to jointly submit a proposal in response to the Request for Proposal (RFP).
7. **"Date of Issue"** means the date on which the RFP for hiring of a firm for due diligence of startups & investors for Pakistan Startup Fund is issued by the Company to solicit bids from potential bidders for the hiring of a firm for due diligence of startups & investors for Pakistan Startup Fund.
8. **"Day"** means a calendar day unless otherwise specified. In the context of this RFP, all references to "Day" shall include weekends and public holidays, unless explicitly stated otherwise.
9. **"Due Diligence (DD)"** shall refer to the multi-dimensional evaluation of a Startup's legal, financial, operational, and technical aspects to determine eligibility and funding suitability under PSF.
10. **"Investor"** shall mean any natural or legal person, including without limitation, local and international institutional venture capital firms, corporate venture capital entities, angel investors, family-backed investment entities, and diaspora-linked investment entities that provide financial capital to a Startup, whether directly or indirectly. This includes any person participating in a Funding Round, acting as a Lead Investor, or subject to Investor Due Diligence in accordance with the provisions of this Grant Allocation strategy.
11. **"Investor Due Diligence"** shall mean the assessment of an Investor's credentials, investment history, financial health, and any potential conflicts of interest, as part of the Startup evaluation process.
12. **"Investor Funding Instruments"** shall mean equity-linked investment instruments provided by the Lead Investor or other investors, including but not limited to priced equity, Simple Agreements for Future Equity (SAFEs), and convertible debt. Participants in the round other than the Lead Investors may utilize other funding instruments such as debt and grants.
13. **"Joint Venture (JV)"** means an enterprise formed by two or more individuals or companies for the purpose of submitting a bid. It is a business undertaking for a single, defined project in response to the RFP where all members share a common purpose, engage in shared profits and losses, and have an equal voice in controlling the project. All members of the joint venture, including the lead member and all other participants, are jointly and severally liable to the contracting authority.
14. **"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 the purpose of identification.

15. "**Lead Investor**" shall refer to the principal Investor in a Startup's Funding Round, who, in addition to committing capital, assumes the primary responsibility for conducting Due Diligence, negotiating the terms of the investment, and managing the investment process, setting post-investment performance Milestones, and who may include a local and international institutional venture capital firm, corporate venture capital entity, angel investor, family office, diaspora-linked investor or, where the committed funds are structured as Investor Funding Instruments.
16. "**Operational Duration**" shall refer to the official time period during which the Pakistan Startup Fund remains active, commencing from the launch date of PSF [February 16th, 2024] and till project completion, or as extended from time to time by relevant authorities.
17. "**Pakistan Startup Fund**" is a government of Pakistan backed initiative designed to provide financial support for the promotion of startup ecosystem in the country.
18. "**Partnership**" means a relationship between two or more persons who have agreed to carry on a business in common with a view to profits, and who share the profits of the business carried on by all or any of them acting for all.
19. "**Proposal**" means the entire set of documents consisting of bidder's Profile, Technical and Financial Proposals submitted by the bidder.
20. "**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.
21. "**Service Agreement**" means an agreement concluded between the Company and the Successful Bidder. (draft agreement in Annexure).
22. "**Startup**" shall mean a business entity incorporated in Pakistan that has been in existence for not more than ten (10) years from the date of its incorporation, and working towards innovation, or engaged in the development or improvement of products, processes, or services, or operates a scalable business model with high potential for employment generation or wealth creation, may apply as an applicant under the PSF; provided that in the case of a Startup incorporated outside Pakistan, the Grant shall only be allocated to its duly incorporated operating company within Pakistan.
23. "**Startup Due Diligence**" shall mean the comprehensive evaluation of a Startup's team, business model, legal standing, market validation, and financials.
24. "**Successful Bidder**" means "a bidder who has been awarded the contract pursuant to the PSF - Ignite's RFP and who shall be responsible for carrying out activities as per contract.
25. "**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.
26. "**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.
27. "**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.

## 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. **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 immediate 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	
3.	Proof of GST Certificate	
4.	In case of proposal being submitted as consortium/Joint Venture (JV), attach consent letter of <b>each</b> partner organization clearly specifying its roles and responsibilities in the project. Letter should be issued by the competent authority of the partner organization.	
5.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth <b>PKR 100</b> 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.	
6.	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth <b>PKR 100</b> or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. <b>Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.</b>	
7.	<p><b><u>Two separately sealed envelopes:</u></b></p> <p><b><u>Envelope #1 shall clearly bear the name “TECHNICAL PROPOSAL – Hiring of a Firm for Due Diligence of Startups &amp; Investors for Pakistan Startup Fund”</u></b></p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft copy of the original technical proposal in USB. Bidders are to make sure that Financial Proposal is <b>not</b> part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical Proposal is not a mandatory requirement.</p>	
8.	<p><b><u>Envelope #2 shall clearly bear the name “FINANCIAL PROPOSAL – Hiring of a Firm for Due Diligence of Startups &amp; Investors for Pakistan Startup Fund”</u></b></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</p>	

	sealed in Envelope # 2 and should not be part of Technical Proposal in any form).	
<b>9.</b>	BID Security of <b>PKR 300,000</b> to be placed in Envelope # 1 along with mandatory documentation	
<b>10.</b>	Conflict of Interest Form (Annexure – D)	
<b>11.</b>	Bidder should submit their proposal on EPADs <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> Incase a bid is not submitted on EPADs by lead bidder, it will not be accepted by the Company in hard form.	
<b>12.</b>	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)	

**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. 5 & 6 above, are required to be submitted on separate stamp papers.

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. Ignite is dedicated to promoting innovation and entrepreneurship in Pakistan. It funds and supports various technology-driven initiatives, incubators, and research programs to drive the country’s digital transformation.

#### **Pakistan Startup Fund (PSF) & BridgeStart Pakistan:**

The Pakistan Startup Fund (PSF) and BridgeStart Pakistan are key initiatives under the government-backed project "PM Initiatives - Support for IT Startups, Specialized IT Trainings, and Venture Capital - Component 1," implemented by Ignite. These programs aim to drive the growth and innovation of Pakistani startups by offering strategic support and funding opportunities.

The Pakistan Startup Fund (PSF) is an initiative by the Ministry of IT & Telecom (MoITT) aimed at providing financial backing to high-potential startups, reducing market entry barriers, and fostering innovation-driven entrepreneurship. The fund supports startups by helping them scale operations and attract investment from local and international investors.

### 4. Instructions for Bidders:

This document contains all the information pertinent to this solicitation, and governs the preparation and submission of Proposals. The technical & financial forms to be filled by Bidder for this assignment are annexed with this RFP document. Proposals must be submitted by the deadline stipulated in this RFP, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the section titled **Instructions and Information for Bidders**. Proposals will be evaluated by Procurement Committee 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 the Proposal.

Submission of Technical and Financial Proposals against RFP document means in principle acceptance of the 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 the 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 ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing one (1) month written notice to the successful bidder without any further obligation or compensation on the part of the Company.

## 6. Preparation of Proposal

- 6.1 **Language of the Proposal** Proposals prepared by the Bidders and all correspondence and documents relating to the Proposal exchanged between the Bidders and the Company shall be in writing and in English Language, except where otherwise specified.
- 6.2 **Proposal Currency:** All prices shall be quoted in Pakistani Rupees (PKR) and all payments will be made in Pakistani Rupees (PKR.)
- 6.3 **Period of Validity of Proposal:** Proposals shall remain valid for 180 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, Company may solicit the Bidder's consent to an extension of the period of validity without any material changes in the Bidding Document.
- 6.4 **Supporting Documents:** While preparing the Technical Proposal, the Bidder shall ensure that it provides the Company with documentary evidence. Procurement committee 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:

### **Technical Proposal:**

- a) Checklist (Mandatory Documents required with the Proposal) – Page 6
- b) Technical Proposal Submission – Form B1
- c) Firms/Bidders Profile – Form B2
- d) Relevant Experience of the Firm/Bidder – Form B3 (1, 2)
- e) Proposed Methodology – Form B4
- f) Proposed Team – Form B5
- g) Roles & Responsibilities of Consortium/JV Partners (if applicable) – Form B6

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. 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 will lead to rejection of the Proposal.**

### **Financial Proposal:**

Financial Proposal must consist and submitted on the following formats:

- a) Covering Letter – Form C1
- b) Summary of Cost – Form C2

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

## 7. Bid Security

Bid security of **PKR 300,000** in the form of Call Deposit/Bank Draft (refundable) drawn in favour of IGNITE- National Technology Fund (FTN/NTN: 2939308-6) is to be placed in Envelope#1 along with the mandatory documentation.

## 8. Format and Signing of Proposal

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

## 9. Taxes

Quoted costs should be inclusive of all applicable (direct & indirect) taxes. While submitting their bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) in their financial proposal. Omission if any shall be the sole responsibility of the bidder. Financial Proposal will be scored based upon the bid amount inclusive of all taxes. All prices must be quoted in PKR.

## 10. Submission, Receipt, and Opening of Proposal

- 10.1 Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes for Technical and Financial Proposals). The process is further defined at Annexure F.
- 10.2 The original Proposal shall contain no interlineations or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the bidder's authorized person. The proposal shall be clear and elaborate. All pages of the Proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals, must be in the attached format (Form B1 & C1) in separate envelopes.
- 10.3 The Bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of authorized representative, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 10.4 Hard copies of Technical Proposal shall be sent to the address listed in this Bidding Document. All required copies of the Technical Proposal are to be exact replicas of the original. If there are discrepancies between the original and copies of the Technical Proposal, the original governs.
- 10.5 Bidder is required to submit **one original and one copy of Technical Proposal along with all supporting documents.**
- 10.6 One **USB** containing an electronic copy (labelled 'Electronic Copy') of all Proposal documents in PDF format (**excluding the Financial Proposal**), must be provided with the Technical

Proposal. In the event of any discrepancy between the Original Proposal and the Electronic Copy, the former shall be deemed as the accurate Proposal. If Financial Proposal is copied to the USB containing Technical Proposal, the entire Proposal shall stand rejected.

10.7 The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" followed by the name of the assignment "**Hiring of a firm for Due Diligence of Startups & Investors for Pakistan Startup Fund**" and the name of **Bidder**. Similarly, the Financial Proposal shall be placed in a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment "**Hiring of a firm for Due Diligence of Startups & Investors for Pakistan Startup Fund**" 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.

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

<b>Position:</b>	Assistant Manager Procurement - PSF
<b>Telephone:</b>	+9251 910 7441 - 6 Ext. 127
<b>Fax:</b>	+9251 910 7447
<b>Email Address:</b>	<a href="mailto:saudi.psf@ignite.org.pk">saudi.psf@ignite.org.pk</a>
<b>Postal Address:</b>	<b>Ignite- National Technology Fund</b> <b>3<sup>rd</sup> Floor, Telecom Foundation Complex, 7 Mauve Area, G-9/4, Islamabad</b>

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

10.10 Bidders must submit their proposal on EPADs <https://eprocure.gov.pk/>

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

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

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

## 11. Key Activities & Timeline

#	ACTIVITY/MILESTONE	TENTATIVE TIMELINES
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<b>1</b>	RFP Issuance	November 25, 2025
<b>2</b>	Deadline for receiving queries / questions	November 28, 2025 05:00 pm
<b>3</b>	Pre-Bid Conference (Location: Ignite Office, 3 <sup>rd</sup> Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad)	December 02, 2025 at 11:00 am
<b>4</b>	Response to queries/questions related to RFP	December 04, 2025
<b>5</b>	Proposal Submission Deadline	December 11, 2025 03:00 pm
<b>6</b>	Opening of Technical Proposals (in front of Bidders present at Ignite, 3 <sup>rd</sup> floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	December 11, 2025 03:30 pm
<b>7</b>	Opening of Financial Proposals (in front of Bidders present at 3 <sup>rd</sup> floor, TF Complex, 7 Mauve Area G-9/4, Islamabad)	TBA
<b>8</b>	Award/Signing of Agreement	TBA

## 12. Proposal Evaluation

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.

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

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

1. During the technical evaluation no amendments in the Proposals shall be permitted. Each responsive Proposal will be given a technical score. If Proposal fails to achieve the minimum qualifying technical score indicated in the RFP document, it will not qualify for financial evaluation stage. Bidders who obtain at least **70% in technical evaluation** criteria will qualify and Financial Proposals would be opened only for technically qualified Bidders.

2. Financial Proposals of those Bidders obtaining less than **70% in Technical Evaluation** shall remain un-opened and will be returned to the Bidders. A Procurement Committee appointed by the Company will evaluate Technical Proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

Technical Evaluation Criteria:

S.No.	Description	Sub-Marks	Total Marks
1	<p><b>Profile of the Lead Bidder (Registered age, and financial position) –(Form B2)</b></p> <ol style="list-style-type: none"> <li>1. Registered Age (Lead Bidder)             <ol style="list-style-type: none"> <li>a. 5 and Above Years (10 Marks)</li> <li>b. 3+ to less than 5 Years (7 Marks)</li> <li>c. 1+ to less than 3 years – (4 Marks)</li> <li>d. Less than 1 Years – (0 Marks)</li> </ol> </li> <li>2. Financial Position of the Lead Bidder (in Million PKR) (on the basis of last 3 years of audited financial accounts)</li> </ol>	10 10	20
2	<p><b>Experience of the Firm/Bidder - (Form B3):</b></p> <p>General experience of the firm/bidder <b>(Form B3-1)</b></p> <ol style="list-style-type: none"> <li>1. Experience in providing consulting services to public sector. 1 mark for each assignment provided - 5 Marks (max).</li> <li>2. Experience in providing consulting services to private sector. 1 mark for each assignment provided – 5 Marks (max).</li> </ol> <p>Past relevant experience in due diligence (legal, technical and financial evaluation &amp; advisory) of Startups and Investors <b>(Form B3-2)</b></p> <p>Each assignment carries 10 marks.</p> <ol style="list-style-type: none"> <li>i. 1 similar assignment – 10 marks</li> <li>ii. 2 similar assignment – 20 marks</li> <li>iii. 3 similar assignments – 30 marks</li> </ol>	10 30	40
3	<p><b>Qualification &amp; Experience of Proposed Team – (Form B4)</b></p> <p>Bidders are required to submit detailed CVs of the proposed team.</p> <ol style="list-style-type: none"> <li>i. Project Lead (focal person)</li> <li>ii. Legal Analyst</li> <li>iii. Financial Analyst</li> <li>iv. Business Analyst</li> <li>v. Governance &amp; Risk Management Specialist</li> </ol>	5 5 5 5 5	25

4	<b>Proposed Methodology and Approach</b>	5	<b>15</b>
	i. Due diligence framework and process		
	ii. Risk mitigation, quality assurance and transparency measures		
iii. Use of tools, templates and reporting format			
		<b>Total Marks</b>	<b>100</b>
		<b>Minimum Qualification Marks Required</b>	<b>70%</b>

## 14. Evaluation of Financial Proposal

- 14.1 After the evaluation of Technical Proposals, the Company shall communicate to each Bidder their respective technical score through E-pads. Company shall notify Bidders who have secured minimum qualifying technical score, about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.
- 14.2 Bidders whose technical scores do not meet minimum qualifying criteria, will be informed accordingly and their Financial Proposal will be returned unopened to them, after signing of contract with Successful Bidder.
- 14.3 At the outset of the Financial Proposal Opening session, and before actual opening of Financial Proposal, technical score of qualified Bidders shall be read aloud.
- 14.4 A Procurement Committee shall evaluate the Financial Proposal.
- 14.5 Provided that the bid is substantially responsive, the committee shall correct arithmetical errors on the following basis:
  - a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above
- 14.6 If the Bidder that submitted the most advantageous bid does not accept the correction of errors, its bid shall be disqualified.
- 14.7 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 Scores

- 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. Award of Agreement

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

## 17. Availability of Skilled Resources

The Successful Bidder is bound to provide the services of professional staff proposed in Technical Proposal. In case of non-availability of any proposed professional staff during the contract period, the Bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e., the Bidder and the Company. In such a case, it is at the discretion of the Company to accept or reject the Bid.

## 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 their Proposal shall not be entertained and shall be rejected under any of the circumstances set forth below:

### a) Conflicting assignments

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

### b) Conflicting Relationships

- The Bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third

party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Company Board throughout the selection process and the execution of the Agreement.

- The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the Bidder or the termination of its Agreement.
- Current employees of the Company shall not work as and for the Bidder.

## 20. Fraud and Corruption

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.

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.

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

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 for understanding of all potential Bidders as per timelines specified in Section 11.

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

## 22. Scope of Work

The Pakistan Startup Fund (PSF) is a strategic initiative launched by the Government of Pakistan under the Ministry of IT & Telecom (MOITT), executed by Ignite National Technology Fund. PSF aims to strengthen Pakistan's startup and digital investments ecosystem and accelerate its shift to a knowledge-based economy. By reducing financial barriers and investment risks, PSF will make Pakistan an attractive destination for both domestic and international venture capitalists and investors. PSF supports early-stage Pakistani startups with up to 30% grant of the total investment round size, to bridge funding gaps and scale operations, fostering innovation and reducing startup risks across sectors and regions.

The PSF will provide a Grant up to 30% of the total Round Size by the eligible Startup. PSF funding shall range from USD 50,000 (United States Dollar Fifty Thousand only) to USD 1,000,000 (United States Dollars One Million only). The Grant is contingent on receipt of funds from the Lead Investor and other investors / funders, ensuring that public funds serve as a complement rather than a substitute for private capital. While the PSF remains sector-agnostic, ensuring inclusivity and equal opportunity across industries, it is designed to support Startups demonstrating high growth potential regardless of their sector. The PSF Grant will be allocated as the second cheque or later in the Funding Round. Grant shall not exceed 30% of funding received from the Lead Investors and other Investors / funders.

After an initial eligibility check by the PSF Project Management Unit (PMU), the PSF grants application evaluation process involve a detailed analysis of due diligence documents for the purpose of completeness and sharing of detailed assessments / analysis with the Advisory Committee to help in grants decision making. The PSF grants application will remain open on rolling basis, and the number of startups reaching to due diligence stage depends on number of applications received by PSF, and those qualifying the basic eligibility criteria. To enhance efficiency, the PSF PMU has planned to outsource execution of Due Diligence to a qualified third-party organization.

The below Terms of Reference (TORs) outline the requirement for an independent professional firm to conduct comprehensive due diligence on startups and investors under the Pakistan Startup Fund (PSF). This exercise will ensure transparency, credibility, and effective risk mitigation in grant disbursement by thoroughly validating the financial, legal, operational, and governance credentials of applicants. The details are given below:

### Startup Due Diligence

- **Legal & Compliance:** Verification of incorporation, ownership structure, licenses, IP rights, and compliance with regulatory requirements.

- **Financial Assessment:** Review of audited/unaudited financial statements, revenue streams, liabilities, cash flow position, and funding history.
- **Business & Operations:** Evaluation of business model, scalability, operational processes, supply chain, and technology stack.
- **Governance & Management:** Background checks on founders and key management, governance practices, and internal controls.
- **Risk Analysis:** Identification of financial, legal, reputational, or operational risks impacting sustainability.

**Note:** A tentative checklist with guidance about Due Diligence factors is provided as Annexure-D which may be considered on a case-to-case basis in terms of document requirements, depending on specific Startup requirements (e.g., stage, sector, type of innovation etc.). The Bidder should add inputs to the due diligence factors and checklist, and suggest its own approach for conducting such due diligence along with timelines.

### Investor Due Diligence

- **Credibility & Reputation:** Presence in the startup ecosystem, track record of investments, peer creditability, market reputation, and history of successful exits or startup support.
- **Strategic Value:** Industry expertise, Connections and Mentorship
- **Alignment with PSF Objectives:** Sectoral focus, investment philosophy, and demonstrated commitment to startup ecosystem development.
- **Risk Assessment:** Identification of potential risks, conflicts of interest, or regulatory concerns and breaches, legal issues etc.
- **Engagement in Emerging Markets:** Countries presence. Presence in Pakistan and number of Pakistani startups in portfolio

**Note:** A tentative checklist with basic guidance about due diligence is provided which may be considered on case-to-case basis in terms of document requirements depending on specific lead investor (s) dynamics (e.g. funding approach, stage, sector etc.). The Bidder should add inputs to the due diligence factors and checklist, and suggest its own approach for conducting such due diligence along with timelines.

### Reporting Deliverables

- Submission of a comprehensive due diligence report for each case, highlighting findings, potential issues, and recommendations to PSF PMU. The number of cases depend on applications received by the PSF - PMU and those meeting the eligibility criteria will only be referred for Due Diligence. Each such eligible application will be considered as Due Diligence Case covering both startup and its investors.
- The report must be submitted within 30 days after submission of work order.

## 23. Duration

- a) The firm will be engaged under a one-year contract, extendable based on performance. The contract may be extended for another one (01) year or till the life of the project (whichever is earlier), on satisfactory performance of the firm and the said extension shall be on same terms and conditions of the Contract.
- b) Ignite-PSF may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving thirty days' (30) prior written notice. Payment of the work completed by Firm, and accepted by Ignite-PSF, as of the date of such notice of termination shall be made to Firm. Any ongoing assignments shall be closed by amicable agreement.

## 24. Payment Terms

- a) The payment shall be made on a case-to-case basis. Upon completion of each due diligence (startup & investor) assignment for startup referred by PSF, and submission of the corresponding due diligence report duly accepted by PSF, the Firm shall raise an invoice. Payment will be released subject to verification and acceptance of the deliverable by PSF, in accordance with the agreed contractual terms.
- b) Any increase and/or decrease or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.

## 25. Copyrights

All developed content/publishing related to the project (both hard and soft formats) will be the sole property of Ignite – Pakistan Startup Fund (PSF).

## 26. Non-Disclosure Agreement

The selected bidder will be required to sign a Non-Disclosure Agreement (NDA) with Ignite for this assignment. Such document will be treated as an integral part of the final agreement.

*PART-C: FORMS TO BE SUBMITTED WITH PROPOSAL*

**Technical Proposal - Standard Forms**

**Form B1. Covering Letter**

[Location, Date]

To:

Assistant Manager Procurement – Ignite PSF  
Ignite National Technology Fund  
3<sup>rd</sup> Floor, TF Complex, 7 Mauve Area  
G-9/4, Islamabad.  
Email: saudi.psf@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for execution of “**Name of the RFP**” 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:

Email:

## Form B2. Firm/Bidder Profile

S #	Criteria	
1.	<b>Profile of the agency:</b> <ul style="list-style-type: none"> <li>i. Company profile</li> <li>ii. Registered Age of Firm (in years) – Duly verified from certificate of incorporation or equivalent</li> <li>iii. Names of Owners/ CEO/ Directors/ Partners/ Managers</li> </ul>	
2.	<ul style="list-style-type: none"> <li>i. Location of Firm Office/Sub Office</li> <li>ii. Number of Branches and Their Contact Numbers</li> <li>iii. Total number of Employees</li> </ul>	
3.	<b>Financial Position</b> <ul style="list-style-type: none"> <li>i. Name of Banks</li> <li>ii. Copy of Audited Annual Accounts (of last 3 years)</li> <li>iii. Tax Registration (NTN/STN/FTN)</li> </ul>	

## Form B3-1: General Experience of the firm/ bidder

Experience in providing consulting services to public sector.

S. No.	Assignment title	Organization/Client Name for which the assignment was carried out	Organization's Contact Person Name, Email & Contact No.	*Downloadable Link (If link is not available, submit the copy of the study here)

(Add rows if necessary)

Experience in providing consulting services to private sector.

S. No.	Assignment title	Organization/Client Name for which the assignment was carried out	Organization's Contact Person Name, Email & Contact No.	*Downloadable Link (If link is not available, submit the copy of the study here)

(Add rows if necessary)

**Note:**

Following document must be submitted by the bidder:

1. Completion Certificate / Work order / Contract and
2. Please provide active downloadable link. If the link is not available, submit up to first 5 pages of copy of the document with this form.  
Or
3. In case of sensitive information, kindly submit on affidavit of RS. 100 that your organization has developed this report.

Form B3-2: Past relevant experience in due diligence (legal, technical and financial evaluation & advisory) of Startups and Investors

S. No.	Assignment title	Organization/Client Name for which the assignment was carried out	Organization's Contact Person Name, Email & Contact No.	*Downloadable Link (If link is not available, submit the copy of the study here)

(Add rows if necessary)

**Note:**

Following document must be submitted by the bidder:

4. Completion Certificate / Work order / Contract and
5. Please provide active downloadable link. If the link is not available, submit up to first 5 pages of copy of the document with this form.  
or
6. In case of sensitive information, kindly submit on affidavit of RS. 100 that your organization has developed this document.

#### **Form B4: Proposed Methodology**

A tentative checklist with guidance about Due Diligence factors for startup and investor is provided which may be considered on a case-to-case basis in terms of document requirements, depending on specific Startup requirements. The Bidder should add inputs to the due diligence factors and checklist, and suggest its own approach (including but not limited to Due diligence framework and process, Risk mitigation & quality assurance measures, use of tools, templates and reporting format) for conducting such due diligence along with timelines.

The bidder must ensure transparency, credibility, and effective risk mitigation measures while proposing its approach by thoroughly validating the financial, legal, operational, and governance credentials of applicants. The final approach and methodology for implementation will be finalized between the successful bidder and the company.

For reference, case to case basis for the actual due diligence would vary based on startup and market dynamics. The purpose of methodology is to develop an overall standard basis for due diligence.

##### **i. Due diligence framework and process**

##### **ii. Risk mitigation, quality assurance and transparency measures**

##### **iii. Use of tools, templates and reporting format (attach any standard tools/templates designed if available)**

## Form B5: Proposed Team (Qualification &amp; Experience of Proposed Team)

Please provide the details of the following team members in the below table:

1. Project Lead (Focal Person)
2. Legal Analyst
3. Financial Analyst
4. Business Analyst
5. Governance & Risk Management Specialist

<b>Name of Employee:</b>		
Position:		
General Information	CNIC #:	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 experience
From	To	

**Education:**

Highest Level of Degree		Relevance of Degree to the Assignment
PhD		
MPhil/MS		
Masters/4 Years	Bachelors	

**Certification:**

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

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

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

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

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

(Add pages where necessary)

**Note: Detailed CV of each team member must be submitted along with Form B5.**

## Form B6. Roles and Responsibilities of Consortium/JV Partners (if applicable)

**Applying As:**

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

**Lead Partner Details:**

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

**Partner – 1:**

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

**Partner – 2:**

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

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

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

Financial Proposal - Standard Forms

Form C1. Covering Letter

[Location, Date]

To:

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

Sir,

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

E-mail:

Form C2. Summary of Cost – Provide due diligence cost for one (01) single case only

S. No	Description	Amount inclusive of all applicable taxes (PKR)
i.	<b>Due Diligence assessment report per case (Startup and its investors combined)</b>	
	<b>Grand Total:</b>	

In the above table, only 1 case payment is required, however, the number of cases can be increased based on the applications received by PSF and those qualifying basic eligibility criteria.

The payment shall be made on a case-to-case basis, and number of cases will vary. Upon completion of each due diligence (startup & investor) assignment for startup referred by PSF, and submission of the corresponding due diligence report duly accepted by PSF, the Firm shall raise an invoice. Payment will be released subject to verification and acceptance of the deliverable by PSF, in accordance with the agreed contractual terms.

**Annexure A**  
**Startup Due Diligence Criteria and Guidelines**

This table outlines the key areas of Due Diligence for evaluating a Startup, and details of documents or factors to be reviewed. Below are the basic aspects that may be used as guidelines to assess the Startup Due Diligence.

Responsibility	Criteria	Key Factors	Documents Checklist
F o u n d e r & T e a m	<ul style="list-style-type: none"> <li>- Review the founders' and key management's background, skills, and industry experience.</li> <li>- Verify that the team possesses the leadership and operational capabilities necessary to execute the business plan.</li> <li>- Assess the depth of the team and any advisory support structures in place.</li> </ul>	<ul style="list-style-type: none"> <li>Track record</li> <li>Leadership ability</li> <li>Equity split</li> </ul>	<ul style="list-style-type: none"> <li>CVs &amp; LinkedIn</li> <li>CVs &amp; LinkedIn</li> <li>Cap Table</li> </ul>
L e g a I	<ul style="list-style-type: none"> <li>- Verify that the Startup is legally registered in the relevant jurisdiction.</li> <li>- Confirm that corporate Governance is sound, with clear documentation regarding ownership and management.</li> <li>- Review any intellectual property registrations to ensure proper ownership.</li> </ul>	<ul style="list-style-type: none"> <li>IP ownership (if applicable)</li> <li>Company structure</li> <li>Legal risks</li> <li>Regulatory exposure</li> </ul>	<ul style="list-style-type: none"> <li>Certificate of incorporation</li> <li>Shareholder's agreement</li> <li>Corporate Registry filings</li> <li>IP filings</li> <li>Litigation history (if any)</li> </ul>
F i n a n c i a l	<ul style="list-style-type: none"> <li>- Assess the Startup's financial health by reviewing historical performance and future projections.</li> <li>- Confirm that funding history is transparent and that no conflicting funding sources or overlapping government support exists.</li> <li>- Evaluate the sustainability of the Startup's revenue model and cost structure.</li> </ul>	<ul style="list-style-type: none"> <li>Revenue consistency</li> <li>Burn Rate</li> <li>Debt level</li> <li>Run rate</li> <li>Financial hygiene</li> </ul>	<ul style="list-style-type: none"> <li>Income statement</li> <li>Balance sheet</li> <li>Cash flow statement</li> <li>Capitalization table</li> <li>Term Sheets</li> <li>Investor Memos</li> <li>Tax returns (Optional)</li> <li>Bank statements</li> </ul>
P r o d u c t	<ul style="list-style-type: none"> <li>- Verify that the product or service has a clear value proposition and is at an appropriate stage of development.</li> <li>- Assess any technology dependencies or potential vulnerabilities.</li> </ul>	<ul style="list-style-type: none"> <li>Innovation level</li> <li>Tech stack</li> <li>Product-market fit</li> </ul>	<ul style="list-style-type: none"> <li>Product demos / screenshots</li> <li>Demo / screenshots</li> <li>KPI growth</li> </ul>
M a r k e t	<ul style="list-style-type: none"> <li>- Determine the size, growth, and competitive landscape of the market the Startup is addressing.</li> <li>- Evaluate the clarity and scalability of the business model.</li> <li>- Validate any claims regarding market opportunity and customer traction.</li> </ul>	<ul style="list-style-type: none"> <li>Market size</li> <li>Competitive landscape</li> <li>Customer validation</li> <li>Demand projections</li> </ul>	<ul style="list-style-type: none"> <li>Market research</li> <li>Research</li> <li>Testimonials (if available)</li> <li>Pitch deck</li> </ul>
E S G	3 <sup>rd</sup> Party Consultants	<ul style="list-style-type: none"> <li>Sustainability impact</li> <li>Ethical practices</li> </ul>	<ul style="list-style-type: none"> <li>Compliance certificates (optional)</li> <li>ESG reports (optional)</li> <li>Industry-specific filings (optional)</li> </ul>

**Annexure B**  
**Investor Due Diligence Criteria and Guideline**

This table outlines the key areas of Due Diligence for evaluating the Investors that have invested in the Startups to identify any potential red flags. During this process, focus on

- Lead Investor/Investors with equity stakes greater than 10% or those identified;
- Investors with board seats;

Furthermore, when reviewing the **Cap Table**, the following needs to be identified and assessed for potential risks to future fundraising, founder control, and governance alignment:

- If any Investor holds veto rights on funding, hiring, or strategic decisions.
- If a restrictive investor clause exists (e.g., drag-along rights, ratchets).

A tentative checklist with basic guidance about due diligence is provided which may be considered on case-to-case basis in terms of document requirements depending on specific lead investor (s) dynamics (e.g. funding approach, stage, sector etc.).

Evaluation	Assessment Criteria		Public Records	Evaluation Factors
<b>Reputation</b>	Presence in Startup ecosystem	LinkedIn CrunchBase profiles or other public records		Professional strengthens Unethical behavior
	peer credibility	Press mentions Investor portfolio Exits if any		Public disputes Prefer Investors with a strong track record.
		Founder testimonials (If available)		
	History of successful exits or Startup support			Where the fund is new, evaluate the credibility and experience of its Limited Partners (LPs), especially in emerging funds.
<b>Engagement in Emerging Markets</b>			Presence in Pakistan Number of Pakistani Startups in Portfolio Capital Deployed in Pakistan For first time investment in Pakistan, consider past performance	
<b>Strategic Value</b>	Industry expertise	Portfolio company fit		
	Connections and Mentorship Exit Potential	Desktop research / Founder references (If available)		Does the Investor value-add or just capital?
<b>Legal/Compliance</b>	History of disputes Legal issues	Public records		Look for ongoing lawsuits or ethical concerns
	Regulatory concerns			

## 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)		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)

**Annexure D**  
**CONFLICT OF INTEREST - DISCLOSURE FORM**

**(To be printed on company's letterhead)**

In compliance of the mandatory requirement mentioned in the RFP for “Hiring of a firm for due diligence of startups and investors for Pakistan Startup Fund” published by Ignite-PSF (*hereinafter 'Ignite' and/or 'Company'*), I hereby confirm:

- I have no Conflict of Interest to disclose
- I have a potential Conflict of Interest to disclose and the details are mentioned hereunder:

**Summary Information**

Date Raised:		Reference No.:	
--------------	--	----------------	--

**Personal Information**

Name:		Title/Designation:	
-------	--	--------------------	--

Contact No.:		Company:	
--------------	--	----------	--

**Nature of Conflict**

Description:	
--------------	--

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

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

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

**Date:**

## Annexure E

**Note – 1: Any stamp duty, registration fees, or any other charges or levies, wherever applicable, in relation to the execution, performance, or registration of this Agreement, shall be the sole responsibility of the Service Provider/Vendor/supplier (successful Bidder) or any other party entering into this Agreement with Ignite. Ignite shall not be liable for any such costs or expenses.**

**DRAFT - AGREEMENT FOR SERVICES OF DUE DILIGENCE OF STARTUPS & INVESTORS FOR  
PAKISTAN STARTUP FUND**

This Agreement for the **PROVISION OF SERVICES FOR DUE DILIGENCE OF STARTUPS & INVESTORS FOR PAKISTAN STARTUP** (the “Agreement”) is made at Islamabad on this **[Insert the date]** day of **[Insert Month]** 2025.

**Between**

**Ignite**, a company incorporated under section 42 of the repealed Companies Ordinance, 1984 (now the Companies Act, 2017), with Corporate Universal Identification Number (CUIN) 0058556, having its registered office at 3rd Floor, Telecom Foundation Complex, Mauve Area, G-9/4, Islamabad, Pakistan, and functioning as the executing agency of the Pakistan Startup Fund (PSF) and BridgeStart Pakistan (BSP) (hereinafter referred to as the “**Company**”, which expression shall, where the context so permits, mean and include its administrators, successors-in-interest, and permitted assigns) of the First Part;

And

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

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

**RECITALS**

**WHEREAS**

- A. The Company requires Services related to the due diligence of Startups and Investors for Pakistan Startup Fund as mentioned in RFP.
- B. The Service Provider agrees to provide the due diligence services of the Startups and Investors for Pakistan Startup Fund for the Pakistan Startup Fund (PSF) (*hereinafter referred to as the “Project”*) in accordance with the terms described in the RFP which is attached to this Agreement as **Annexure A and B**.
- C. All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.

D. Against the provision of satisfactory and acceptable Services, the Service Provider shall receive agreed compensation as provided in the “**Payment Terms**”.

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

## 1 **DEFINITIONS AND INTERPRETATIONS**

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

- 1.1 **“AGREEMENT DOCUMENTS”** means the documents listed in Article 5 of this Agreement.
- 1.2 **“APPROVED” or “APPROVAL”** means approved in writing by the Company and/or the Service Provider.
- 1.3 **“DAY”** means calendar day of the Gregorian calendar.
- 1.4 **“DELIVERABLES”** means the deliverables specified whether in draft or final form to be provided by the Service Provider as provided in the RFP under the heading “**Scope of Work**” therein.
- 1.5 **“INTELLECTUAL PROPERTY RIGHTS”** means rights in intellectual property, if any, arising from the Scope of Work, deliverables, reports, or work provided by the Service Provider under this Agreement.
- 1.6 **“REQUEST FOR PROPOSAL” or “RFP”** means the request for proposal titled **[Insert Title Of RFP]** issued dated **[Insert Date]** by the company for the purpose of this Agreement.
- 1.7 **“SERVICES”** means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as **Annexure-A and B**.
- 1.8 **“DUE DILIGENCE (DD)”** shall refer to the multi-dimensional evaluation of a Startup’s legal, financial, operational, and technical aspects to determine eligibility and funding suitability under PSF.
- 1.9 **“INVESTOR”** shall mean any natural or legal person, including without limitation, local and international institutional venture capital firms, corporate venture capital entities, angel investors, family-backed investment entities, and diaspora-linked investment entities that provide financial capital to a Startup, whether directly or indirectly. This includes any person participating in a Funding Round, acting as a Lead Investor, or subject to Investor Due Diligence in accordance with the provisions of this Grant Allocation strategy.
- 1.10 **“INVESTOR DUE DILIGENCE”** shall mean the assessment of an Investor’s credentials, investment history, financial health, and any potential conflicts of interest, as part of the Startup evaluation process.
- 1.11 **“SINGULAR AND PLURAL”** Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

**2 OBLIGATIONS OF THE COMPANY:**

- 2.1** The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services.
- 2.2** The Company shall provide such information for the term of this Agreement as may be required by the Service Provider as far as reasonably practicable and without liability on the part of the Company.

**3 OBLIGATIONS OF THE SERVICE PROVIDER**

- 3.1** The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 3.2** The Service Provider shall submit invoice as per the Payment Terms, mentioned in the RFP. The Company after verification shall pay to the Service Provider the amount stated in the invoice within thirty (30) working days of the receipt of the invoice. In the event of any discrepancy in the invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company. All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 3.3** The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A and B.
- 3.4** The Service Provider shall maintain detailed records of all acts, content etc. done in relation to the performance of this Agreement and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof.
- 3.5** The Service Provider shall appoint a dedicated professional team along with a focal person, having relevant experience and specialized qualification for the performance of this Agreement;
- 3.6** The Service Provider shall perform and deliver the Deliverables listed within Annexure A and B with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence.
- 3.7** The Service Provider shall complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 3.8** The Service Provider shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and

contents of the Deliverables.

- 3.9** The Service Provider shall use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 3.10** The Service Provider shall comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement.
- 3.11** The Service Provider shall apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement.

#### **4 PRIMARY CONTACTS**

The Parties shall appoint one (1) individual within their organizations to serve as the primary contact between each other in order to receive or provide any requisite assistance or support.

*[Please insert details including name contact No. email etc. of the Primary Contact of Ignite]*

*[Please insert details including name contact No. email etc. of the Primary Contact of Service Provider].*

#### **5 AGREEMENT DOCUMENTS**

The Recitals to the Agreement and the following documents/Annexures, form an integral part of this Agreement. The order of precedence of the attached documents to this Agreement shall be as follows:

- i)** This Agreement;
- ii)** Annexure-A and B i.e., the RFP along with Technical & Financial Proposals by the Service Provider; and
- iii)** Annexure- D, Conflict of interest – Disclosure Form;
- iv)** Subsequent Amendments to the Agreement, if any

#### **6 EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective from [xxxx] and shall remain valid for the term of the one (01) year or till the life of the project (whichever is earlier) ("Term") on satisfactory performance of the Service Provider unless terminated earlier in accordance with the terms of this Agreement or extended further in writing by mutual consent of the Parties.

The Service Provider will be obligated to continue providing services under the same terms and conditions outlined in Annexure-A and B. Such extension shall be formally approved in writing by both Parties, specifying the duration of the extension.

#### **7 CONFIDENTIALITY**

- 7.1** The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, drawing, sample or information furnished by or on behalf of either Party in connection therewith, to any person other than a person employed by either Party in performance of the Agreement. Disclosure to any such employed

person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.

- 7.2 Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.
- 7.3 Both Parties agree that, regardless of the expiration or termination of the Agreement for any reason, the provisions concerning Confidentiality shall remain in effect for five (5) years after the Agreement's expiry or termination or unless the Parties agree otherwise to discontinue its effect.

## **8 INTELLECTUAL PROPERTY**

The Service Provider hereby acknowledges and agrees that any and all intellectual property rights generated as a result of the performance of Services under this Agreement, Including the Scope of Work provided in this RFP, shall be the absolute property of the Company.

## **9 TAXES AND DUTIES**

The Service Provider shall fully comply with all applicable tax laws in Pakistan, including rules, regulations and other requirements. The Company is authorized to deduct, at the source, any withholding tax obligations as required by the prevailing tax laws of Pakistan.

## **10 ASSIGNMENT AND SUB-CONTRACT**

The Service Provider shall not alter, assign, or subcontract any part of this Agreement without obtaining prior written consent from the Company. If such consent is granted, it shall not absolve the Service Provider of its obligations and liabilities under this Agreement. Furthermore, the Service Provider remains fully accountable for the actions, omissions, and performance of any subcontractors or assignees, as well as those of its own agents, employees, and personnel.

## **11 PRICES AND PAYMENTS**

- 11.1 The total price of the Agreement including taxes shall not be in excess of PKR [xxx] ***(Insert the amount in Words)***, inclusive of all applicable taxes.
- 11.2 The Agreement price set forth in Clause 11.1 above in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.
- 11.3 No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.
- 11.4 Applicable taxes will be deducted when processing payments and deposited with Federal Board Revenue (FBR).

## **12 TERMINATION**

### **Termination for Default**

**12.1** The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default ("Default Notice") sent to the Service Provider, terminate this Agreement in whole or in part, if:

- 12.1.1** the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the Company;
- 12.1.2** the Service Provider fails to perform any other obligation(s) under the Agreement;
- 12.1.3** the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the Default Notice from the Company.

### **13 TERMINATION FOR CONVENIENCE**

The Company reserves the right to terminate the Agreement, in whole or in part, at any time for its convenience, provided that it provides thirty (30) days' prior written notice to the Service Provider or after payment of a proportionate fee, subject to the Service Provider's satisfactory performance as determined by the Company.

### **14 AMENDMENT**

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

### **15 ENTIRE AGREEMENT**

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

### **16 INDEPENDENT CONTRACTORS**

- 16.1** The Service Provider is and shall remain at all times an independent Contractor or and shall be fully responsible for its own acts or defaults (including those of its employees or agents).
- 16.2** The Service Provider, along with its employees, agents, or representatives, shall refrain from engaging in any activities that could reasonably lead any individual to believe that they are acting as employees, agents, or representatives of the Company.
- 16.3** Nothing in this Agreement shall be deemed to constitute a partnership or other profit-sharing agreement between the Parties.

### **17 SURVIVAL**

Certain clauses of this Agreement, including but not limited to Indemnification,

Confidentiality, and Dispute Resolution, as well as any other clauses inherently intended to extend beyond the termination or expiry of this Agreement, shall remain in effect for a period of Ten (10) years following such termination or expiry.

**18 INDEMNIFICATION**

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

**19 DISPUTE RESOLUTION AND GOVERNING LAW**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be initially resolved through negotiation by Parties. If dispute(s) remain unresolved for a period of 30 days, it shall then be settled by the sole arbitrator appointed by both the Parties as mutually agreed in accordance with the Arbitration Act 1940 and the rules made thereunder. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party shall bear the arbitration cost own its own.

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

**20 FORCE MAJEURE**

For the purposes of this Agreement “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under this Agreement impossible or so impractical as to be considered impossible under the circumstances.

The failure of either Party to fulfil any of its obligations under this Agreement shall not be considered to be breach of or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement and has informed the other Party as soon as possible about occurrence of such an event.

**IN WITNESS WHEREOF**, the Parties to this Agreement through their duly authorized representatives have executed this Agreement in two (2) counterparts and on the days and dates set forth above, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

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

By: \_\_\_\_\_

Title: Chief Executive Officer

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

Date: \_\_\_\_/\_\_\_\_/2025

**Signed for & on behalf of the Service Provider**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_/\_\_\_\_/2025

**Witness - 1**

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

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

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

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

**Witness - 1**

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

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

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

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

**Witness - 2**

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

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

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

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

**Witness - 2**

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

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

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

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

**Note – 2: This Agreement is a draft and subject to modifications in terms and conditions based on negotiations with the successful bidder at the time of award. Bidders are advised to rely solely on the Terms of Reference (TOR) and instructions provided in this RFP for the preparation and submission of their bids.**

Annexure F

**Single Stage Two Envelope Procedure for Bidding  
Public Procurement Rules 2004**

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