AGREEMENT FOR DESIGN, DEPLOYMENT, OPERATIONS, AND MAINTENANCE OF

SOVEREIGN NATIONAL AI INFRASTRUCTURE

UNDER THE

NATIONAL AI INNOVATION HUB (NAIIH)

BETWEEN

IGNITE

AND

(NAME OF SUCCESSFUL BIDDER)

DATED ____________________

Note – 1: Any stamp duty, registration fee, tax, levy, charge, or any other statutory payment, if applicable, arising out of or in connection with the execution, registration, performance, or enforcement of this Agreement, shall be borne solely by the Service Provider/Vendor/Supplier (Successful Bidder) or such other contracting party, as applicable. Ignite shall have no liability whatsoever for any such duty, fee, tax, levy, charge, cost, or expense

Note – 2: This Agreement is a draft and subject to modifications/revisions 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.

AGREEMENT FOR DESIGN, DEPLOYMENT, OPERATIONS, AND MAINTENANCE OF SOVEREIGN NATIONAL AI INFRASTRUCTURE

UNDER THE

NATIONAL AI INNOVATION HUB (NAIIH)

THIS Agreement for Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure Under the National AI Innovation Hub (NAIIH) (the "**Agreement**") is made at Islamabad on this _____ day of ______, 2026

BY AND BETWEEN

M/s. IGNITE, a company registered as non-profit organization, under Section 42 of Companies Act, 2017, with Corporate Universal Identification Number (CUIN) **No. 0058556**, having its offices at IGNITE, 3rd Floor, Telecom Foundation Complex, 7-Mauve Area, G-9/4, Islamabad, Pakistan (hereinafter referred to as the **"Company"** 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

(Successful Bidder name), a company duly registered and incorporated under the laws of Pakistan, with Corporate Universal Identification Number (CUIN) No. **000000000** having its registered office at …………………….. (hereinafter referred to as Successful Bidder name) 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.

For the avoidance of doubt, nothing in this Agreement shall be construed as creating a partnership within the meaning of the Partnership Act, 1932 between any of the Parties. The Parties are entering into this Agreement as independent entities for the purposes of the Project.

(In case of Joint venture or Consortium only) The Joint Venture Agreement executed between the Consortium Members is attached hereto as **Appendix F** for reference; however, the rights and obligations of the Parties vis-à-vis the Company shall be governed strictly in accordance with the terms of this Agreement.

RECITALS

a) **WHEREAS** the Company, in line with its mandate, wishes to promote efficient, sustainable and effective information and communication technology initiatives through synergic development of industrial and academic resources;
b) **WHEREAS** Board of Directors of IGNITE has mandated the Company to solicit proposals from potential bidders for the Design, Deployment, Operations, and Maintenance of Sovereign National AI Infrastructure under NAIIH, in accordance with the NAIIH AI Infrastructure Project objectives and the approved procurement process;

c) **WHEREAS** Successful Bidder possessing significant expertise and experience relevant to the Project, submitted a proposal for NAIIH AI Infrastructure Project in response to the RFP, which has been subsequently reviewed and approved by the Company for funding;

d) **WHEREAS** the Company has vide letter No. ________________ dated _________ accepted the proposal dated _______________ submitted by Successful Bidder and has accordingly accepted to fund the Project, on the terms and conditions set forth in this Agreement;

e) **AND WHEREAS** 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 meanings ascribed to them below:

a) "Agreement" means this signed Agreement together with all Appendices and Schedules, which form an integral part hereof;

b) "Acceptance Criteria" means the technical, functional, and performance requirements set forth in the ToR, along with any specific test plans approved in writing by the Parties;

c) "AI Accelerator" means a specialized compute processor designed to accelerate AI workloads, including but not limited to GPUs, NPUs, and other purpose-built AI processing units;

d) "AI Stack" means the end-to-end system required to enable AI workloads, comprising physical compute infrastructure, networking, hosting environment, AI software platform, operations, security, governance, and lifecycle management;

e) "AI Software Stack" means the software platform layer within the AI Stack enabling orchestration, training, inference, model management, monitoring, and access control;

f) "Appendix" means any appendix attached to this Agreement, forming an integral part hereof;

g) "**Assets**" means collectively the **Tangible Assets** (including all movable and immovable Equipment and physical infrastructure) and **Intangible Assets** (including but not limited to the AI Software Stack, Developed IPR, source code, AI model weights, datasets, configurations, scripts, and documentation) whether owned by the Company or procured, developed, or delivered under this Agreement;

h) "Board" means the Board of Directors of the Ignite;

i) "Capacity Building Plan" means the structured training, certification, shadowing, and knowledge-transfer program to be developed and implemented by the Successful Bidder under Clause 13 of this Agreement;

j) "Change Management" means a structured process for managing and controlling modifications within the AI Infrastructure environment, ensuring every change is formally requested, approved, tested, scheduled, implemented, documented, and reviewed to minimize risk and ensure system stability;

k) "Co-location Data Center" means an existing Tier-III or above data center facility located within Pakistan, where AI Infrastructure shall be hosted;

l) "Company" means Ignite as described in the Preamble;

m) "Continued Operations Support Period" means the thirty-six (36) month period following Deployment Phase during which the Successful Bidder shall operate and support the AI Stack prior to full handover to Ignite;

n) “Day” means calendar day, unless otherwise specified;

o) “Deliverables” means all outputs, work products, and items required to be submitted, performed, or delivered by the Successful Bidder under the Project Portfolio, including but not limited to reports, plans, documentation, configurations, infrastructure-as-code templates, source code, compiled software, APIs, automation scripts, dashboards, AI model checkpoints, operational runbooks, and training materials;

p) “Disclosing Party” means the Company, which discloses Information to the Successful Bidder;

q) “Deployment Phase” means the period of up to Six (06) months from the Effective Date during which the Successful Bidder shall procure, install, commission, and deliver the AI Infrastructure;

r) “Developed IPR” has the meaning given in Clause 14.1;

s) “Effective Date” means the __________day of ___________________, 2026;

t) “Equipment” means all hardware, compute infrastructure, networking components, storage systems, and associated assets procured under this Agreement;

u) “Force Majeure Event” has the meaning given in Clause 18;

v) “Handover Certificate” means the document issued by the Company certifying that the Successful Bidder has **met all Acceptance Criteria** and successfully completed the operational handover to Ignite;

w) “Grant” means the approved funding for the Project, as more fully set forth in the Project Portfolio;

x) “Incident” means any actual or suspected event, including complete system outage, cyberattack, data breach, ransomware infection, or any incident significantly disrupting essential AI services or posing a serious threat to the confidentiality, integrity, or availability of the Sovereign National AI Infrastructure, requiring immediate escalation and activation of emergency protocols;

y) “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:

    (i) 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

    (ii) any information relating to any Party's business processes, procedures, plans, intentions, products and services information, know-how, Intellectual Property and Intellectual Property Rights, market opportunities, customers or other business affairs.

z) “Intellectual Property” includes a patent, industrial design, lay-out design of integrated circuits, copyright and related rights, service mark, trade mark, trade name, trade secrets, invention, discovered or invented knowledge, geographical indications, technical know-how and ideas for new products and markets or any combination thereof, whether or not registered or capable of registration;

aa) “Intellectual Property Rights” means rights in intellectual property, whether or not any of these rights are registered, and include all applications for such right, matter or thing or registration thereof and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world;

bb) “KPIs” means the Key Performance Indicators set out in ToRs of the RFP;

cc) “Key Personnel” mean the personnel as set out in the RFP;

dd) “NAIIH AI Infrastructure Project” or “Project” means the national AI infrastructure initiative for the design, deployment, co-location, operation, maintenance, capacity building, and handover of sovereign AI compute and platform infrastructure, as described in the Terms of Reference;

ee) “NAIIH Access Portal” means the secure user-facing platform to be developed by the Successful Bidder enabling controlled access to AI Infrastructure, services, datasets, and models under this Agreement;

ff) “NAIIH Innovation Marketplace” means the sovereign AI Innovation Marketplace platform to be developed under this Agreement;

gg) “Project Team” or “AI Infrastructure Management Team” means permanent/full time staff employed by the successful bidder to perform the services or any part thereof;

hh) "Project Portfolio" means the detailed description and plan for the Project approved for funding by the Company. The Project Portfolio consists of the following:

(i) Appendix A - Project Proposal approved by the Company (Both Technical & Financial);
(ii) Appendix B - Project Monitoring Schedule;
(iii) Appendix C - Milestones Chart with Deliverables;
(iv) Appendix D - Phased Disbursement Schedule;
(v) Appendix E - Request for Proposal (RFP);
(vi) Appendix F – Joint Venture or Consortium Agreement (*if any*);
(vii) Appendix G - Non-Disclosure Agreement ("**NDA**"); and
(viii) Appendix H - Service Level Agreement

ii) "Receiving Party" means the Successful Bidder to whom the Information is disclosed by the Company;

jj) "RFP" means Request for Proposal No. IGNITE/NAIIH-IN/2025-26/-----/Proc dated ___________ issued by the Company;

kk) "Sovereign National AI Infrastructure" means AI infrastructure that is fully owned, controlled, operated, and governed by the Company, free from foreign jurisdictional control, vendor lock-in, mandatory external cloud dependencies, or remote enforcement mechanisms;

ll) "Sovereignty Requirements" means the legal, technical, and operational conditions defined by the Company to ensure full control, independence, auditability, and long-term operability of the AI Stack;

mm) "Term" has the meaning given in Clause 16;

nn) "Terms of Reference" or "ToR" means Part B of the RFP describing the scope of work, activities, tasks, evaluation criteria, and responsibilities of the Successful Bidder;

oo) "Vendor Lock-In" means any technical, contractual, licensing, knowledge, or operational dependency that prevents the Company from independently operating, modifying, maintaining, transferring or expanding the AI Infrastructure without the consent, cooperation, documentation, training, or proprietary tools of the Successful Bidder or any third party; and

pp) "Zero Trust Approach" means a cybersecurity framework based on the principle of 'never trust, always verify', wherein no user, device, system, or service is granted inherent trust, whether inside or outside the network perimeter, and access is determined dynamically through continuous authentication, authorization, and least-privileged access controls.

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

(i) 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;

(ii) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(iii) Any reference to a statute or law shall include that statute or law as amended, re-enacted or extended;

(iv) The headings in the Agreement are included for ease of reference only and shall not be used in its interpretation;

(v) Words importing persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires;

(vi) Approval as required under this Agreement, shall mean approvals (including confirmations) which are to be obtained in writing, as agreed between the Parties;

(vii) The Recitals, Appendices and Annexes form an integral part of this 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;

(viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years of the Gregorian calendar;

(ix) All references to reports, intimation, information and/or communication to the Company hereunder shall mean reports, intimation, information and/or communication to the Company;

(x) All the defined terms used in this Agreement but not specifically defined shall have the same meaning as ascribed to them in the Request for Proposal;

(xi) Approval required under this Agreement shall mean written approval, which may include electronic communications via authorized email addresses as specified in Clause 19.2. In case of any conflict and/or inconsistency between any statements, terms or provisions contained in the Agreement and/or the Appendices thereto, the order of precedence shall be as follows:

(a) This Agreement;
(b) Service Level Agreement (**Appendix H** of the Project Portfolio);
(c) NDA (**Appendix G** of the project Portfolio);
(d) Phased Disbursement Schedule (**Appendix D** of the Project Portfolio);
(e) Project Monitoring Schedule (**Appendix B** of the Project Portfolio);
(f) Milestones Chart with Deliverables (**Appendix C** of the Project Portfolio);
(g) The Request for Proposal (“**RFP”**) (**Appendix E** of the Project Portfolio); and
(h) Project Proposal approved by the Company (Both Technical & Financial) (**Appendix A** of the Project Portfolio);

Any document not listed above shall be subordinate to all listed documents. In the event of any ambiguity or discrepancy, the same shall be resolved through harmonious construction in a manner that best realizes the Sovereign National AI Infrastructure objectives.

2. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties, to their respective extent, represent, warrant and covenant, as applicable, as follows:

(i) Each Party has the full corporate power and authority to enter into this 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;
(ii) 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;
(iii) 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 any of the Parties or any contract or other instrument under which any of the Party is bound, nor violates or conflicts with any applicable law or any judgment, decree, order, writ, injunction or award applicable to any of the Parties;
(iv) Neither Party to the best of its knowledge is in material violation of any applicable law, which violation, individually or in the aggregate, would affect the performance of its obligations under this Agreement;
(v) There is no pending controversy, legal action, arbitration proceeding, administrative proceeding or investigation instituted, or to the best of each Party’s knowledge threatened, against or affecting, or that could affect, the legality, validity and enforceability of this Agreement, or **materially impair the Successful Bidder’s financial or technical capacity** to perform the Project;
(vi) The Successful Bidder has the technical competence, financial capacity, personnel, and resources to perform the Project as described in this Agreement and the Project Portfolio;
(vii) The Successful Bidder warrants that its proposed AI Stack and operational methodology are designed to ensure that no telemetry, log data, or metadata is transmitted outside the sovereign borders of Pakistan.

3. PROJECT SCOPE

Subject to and in accordance with the ToRs of the RFP (Part B) and the terms of this Agreement, the Successful Bidder shall implement the NAIIH AI Infrastructure Project, comprising, but not limited to, the following components:

3.1 AI Infrastructure Provisioning and Deployment

The Successful Bidder shall procure, supply, install, commission, and benchmark AI compute infrastructure including AI Accelerators, CPUs, memory, storage, and high-speed networking suitable for large-scale AI training, fine-tuning, and inference workloads. All Equipment shall be owned by the Company, free from vendor-imposed usage restrictions, remote license enforcement, or kill-switch mechanisms. The infrastructure architecture shall be scalable, modular, and capable of supporting multi-tenant workloads with at least 2x capacity headroom beyond baseline. The Successful Bidder shall provide comprehensive system testing, benchmarking, stress testing, commissioning, and complete technical documentation prior to production use.

3.2 Sovereign Foundation Model Enablement

The Successful Bidder shall enable deployment of one or more base foundation models (open or government-owned), providing full Government control over model weights, parameters, and lifecycle, deployable within Government-approved sovereign compute infrastructure without mandatory external cloud dependencies, with full rights to fine-tune, retrain, continue training, and evolve models independently. The Successful Bidder shall implement model governance mechanisms including model registration, lineage tracking, version control, evaluation protocols, and controlled deployment approval workflows.

3.3 AI Software Stack Deployment

The Successful Bidder shall deploy an open, modular, vendor-neutral AI Software Stack supporting AI workload orchestration, training, inference, monitoring, and governance, supporting multiple AI frameworks and runtimes concurrently, with container orchestration, accelerator scheduling, workload isolation, and resource quota mechanisms, operating entirely within sovereign infrastructure with no mandatory dependency on external or vendor-hosted services. All components shall be portable and replaceable, in accordance with the Interoperability & Accelerator/HPC-Agnostic requirements at Clause 3.9. Full configuration and operational documentation shall be provided.

3.4 Resource Orchestration, Access & Quota Management

The Successful Bidder shall provide the operational layer through which compute and platform resources are allocated, quota-managed, provisioned, access-controlled, metered, and billed across all beneficiary tiers, comprising: (i) compute allocation and scheduling, including fair-share, priority, and pre-emption policies configurable by the Company; (ii) a per-tier and per-tenant quota and credit-management system administering subsidised, concessional, and standard access rates; (iii) self-service environment provisioning with strict tenant isolation; (iv) identity and access management using open standards (OIDC/SAML or equivalent), with multi-factor authentication, role/attribute-based access control, and tamper-evident audit logging; and (v) usage metering, billing, and resource-monitoring dashboards, exposed via APIs to the analytics capability at Clause 3.7. The AI platform shall support configurable billing and cost-allocation mechanisms entirely under Company control.

3.5 AI Development & Deployment Platform

The Successful Bidder shall design, develop, deploy, and operate a developer-facing platform enabling the national developer and innovation ecosystem to build, test, and deploy AI solutions, comprising: managed development environments (IDEs and interactive notebooks) and isolated developer sandboxes; self-service model training and fine-tuning workspaces with experiment tracking, dataset access, and checkpoint management; testing, evaluation, and benchmarking frameworks, including a model evaluation harness incorporating Urdu/local-language and domain-specific evaluation sets, with pre-deployment validation checks; and standardised artifact packaging and developer/API documentation. All such environments shall be integrated with the identity, quota, and metering capabilities under Clause 3.4.

3.6 User-Facing Access Portal and NAIIH Innovation Marketplace

The Successful Bidder shall design, develop, deploy, and operate: (a) a secure, sovereign NAIIH Access Portal enabling controlled access to AI Infrastructure, services, datasets, models, and platform capabilities; and (b) a production-grade NAIIH Innovation Marketplace, as an integrated application, comprising a solution and model catalogue with standards-based API documentation and working demonstrations; sector-based discovery, demonstration environments, and interactive API playgrounds; commercialisation workflows (procurement, contracting/onboarding, subscription and usage-based billing, and revenue-sharing per Clause 3.10); trust and validation mechanisms (ratings, performance benchmarking, certification/compliance badges); SDKs, a developer documentation portal, and enterprise integration APIs; marketplace usage and adoption analytics feeding Clause 3.7; and an Investor Connection and Commercialisation Support capability enabling solution developers, particularly Startups and Researchers, to be discovered by and matched with investors under governance, transparency, and confidentiality controls. Both platforms shall be fully deployed within sovereign infrastructure, integrated with identity, entitlement, quota, and billing under Clause 3.4, and operated under Company governance. Full ownership of source code, APIs, configurations, and deployment artifacts of both platforms shall vest in the Company, save for solutions listed by third-party innovators as set out at Clause 3.10.

3.7 Analytics, Impact Measurement & Feedback

The Successful Bidder shall design, develop, deploy, and operate a platform-wide analytics and impact-measurement capability consolidating usage and metering data from Clauses 3.4, 3.5, and 3.6, comprising: platform-wide usage analytics with breakdowns by beneficiary tier, sector, organisation, service, and model; economic and sectoral impact measurement using a documented, repeatable methodology; definition and ongoing tracking of programme KPIs and outcomes; and reporting suitable for governance oversight and public accountability. All underlying data and dashboards shall vest in and remain accessible to the Company.

3.8 Security, Governance, Monitoring & Integration

The Successful Bidder shall apply the following capabilities horizontally across all layers described in Clauses 3.1–3.7: (a) a Zero Trust security architecture, centralised IAM with MFA and least-privilege access, encryption in transit and at rest with managed key management, a security operations/SIEM capability, and vulnerability and patch management; (b) data governance (classification, provenance, lineage, retention, consent handling), enforcement of data-residency and sovereignty controls, model governance and AI-safety policy enforcement, compliance with applicable Pakistani regulation and recognised international standards, and comprehensive tamper-evident audit trails, in accordance with Clause 3.14; (c) centralised, cluster-wide monitoring and logging with retention and search, standards-based observability (Prometheus-compatible, OpenTelemetry, or equivalent), and metrics/logs/trace correlation with alerting; and (d) an integration layer providing open, standards-based APIs (REST/gRPC or equivalent), secure connectors/gateways, external identity federation, and a governed API gateway for all externally-exposed interfaces.

3.9 Interoperability & Accelerator/HPC-Agnostic AI Software Stack

The Successful Bidder shall architect the AI Software Stack for portability and heterogeneity, such that the national platform is not permanently bound to any single accelerator architecture, HPC backend, or vendor software ecosystem, including: open/standard representations at the framework, model-interchange, container, and API layers; a documented, vendor-neutral retargeting/migration path enabling models and workloads to move to a different accelerator architecture or HPC backend, with disclosed limitations; support for heterogeneous accelerators within the orchestration and scheduling layers; delivery of all sovereign artefacts (model weights, training/fine-tuning code, datasets, configurations) in stack-independent, open, and documented formats; and a documented portability-status disclosure for each layer of the supplied stack.

3.10 Access Pricing, Revenue-Sharing & Platform Sustainability

The Successful Bidder shall develop, implement, and operate the Access Pricing, Revenue-Sharing, and Platform Sustainability framework approved by the Company, comprising: (a) subsidised access tiers for Academia & Researchers and Startups at concessional rates below prevailing international market rates, with the subsidy differential funded from the approved programme budget and not recoverable from the

Successful Bidder's managed services fee; (b) cost-recovery pricing for Public Sector and Private Sector access, with Private Sector rates permitted to include a platform margin retained by the Company; (c) Marketplace revenue-sharing between the Company and solution developers, at a default split of no less than seventy percent (70%) to the solution developer and no more than thirty percent (30%) retained by the Company, pending finalisation through the Company's Marketplace Governance Policy; and (d) a managed services fee structure targeting progressive OPEX self-financing from Year 2 onward through cost-recovery charges and marketplace revenue. Where solutions are developed by an innovator, developer, solution provider, or startup and approved for listing on the NAIIH Innovation Marketplace, ownership of such solutions shall vest in the respective innovator, developer, solution provider, or startup, subject to the foregoing revenue-sharing mechanisms; for the avoidance of doubt, this is an exception to Clause 14.1 (Developed IPR). No access price shall be independently set, altered, or waived by the Successful Bidder without prior written Company approval, and all pricing schedules shall be reviewed annually.

3.11 Co-location, Facility & Physical Hosting

The Successful Bidder shall establish and maintain a formal partnership with, or itself operate, a Tier-III or above co-location data center in Pakistan for both a Primary site and a Disaster-Recovery site, both located within Pakistan, covering power, cooling (matched to the delivered hardware at full load plus headroom), physical security, and network connectivity. Formal Service Level Agreements shall be established with any co-location partner, with the Successful Bidder remaining contractually accountable for every facility-related service level notwithstanding delegation to a named partner.

3.12 Delivery, Integration & Programme Management

The Successful Bidder shall deliver, integrate, and operate the Ecosystem as a single accountable programme, comprising: (a) designation of a single prime Successful Bidder holding end-to-end contractual accountability for all layers and service levels, even where consortium partners deliver components, supported by a responsibility/accountability (RACI) matrix and, where a consortium is used, a binding consortium governance structure ensuring continuity if a partner exits; (b) a documented end-to-end integration methodology defining integration milestones, interface ownership, and acceptance gates, with integrated system testing demonstrating the layers function together at scale; (c) an integrated master programme schedule from contract start to full operational acceptance, with critical path, dependencies, and resource/supply lead times; (d) a phased, parallel-track delivery plan in which early-value tracks proceed alongside longer tracks, with value-realisation milestones aligned to the programme objectives; (e) a programme risk register covering technical, supply-chain, sovereignty, and integration risks, including export-control and supply-disruption contingency with second-source or alternative-path options; and (f) an acceptance framework with measurable, per-layer and integrated-system acceptance criteria, including a capability-handover gate confirming the in-country team can independently operate the Ecosystem, and a transition plan progressively moving operations toward in-country independence consistent with Clause 3.16.

3.13 Knowledge Transfer, Skilling & Ecosystem Capability Building

The Successful Bidder shall transfer the knowledge, skills, and institutional capacity required for the Company to operate, sustain, and grow the Ecosystem independently, extending beyond the operations team to the wider national developer, research, and startup community, in accordance with the Capacity Building Plan set out at Clause 6 of this Agreement.

3.14 Applicable Standards, Compliance & Proven Capability

The Successful Bidder shall comply with applicable Pakistani law and regulation and with recognised international standards (or equivalents), including information security management (ISO 27001), data-centre resiliency (Uptime Institute Tier classification or TIA-942), service management (ISO 20000), and quality management (ISO 9001), and shall maintain, directly or through named contractually-bound partners with single-prime accountability retained, the verifiable delivery capability represented in its Proposal.

3.15 Phased Acceptance, Warranty, Support, Maintenance & Managed Operations

The Successful Bidder shall: achieve Delivery Acceptance upon successful installation and commissioning, and Operational Acceptance upon demonstrating that integrated services meet stated criteria, with warranty and comprehensive support obligations commencing from Operational Acceptance; complete the data-pipeline and sovereign-model operationalisation phase as a defined extension beyond infrastructure Operational Acceptance; warrant all supplied hardware, software, integration, and facility systems against defects for the warranty period specified in the contract, repairing or replacing defective components and remediating software defects at no additional cost, and maintaining manufacturer back-to-back warranty for OEM components; provide 24×7×365 severity-tiered support and preventive maintenance across all delivered layers, with in-country spare-parts holdings sufficient to meet hardware-replacement SLAs, a single point of contact and escalation matrix, and regular SLA performance reporting; and meet the response, resolution, availability, and service-credit terms set out in the SLA Schedule referenced at Clause 3.18.

3.16 Operational Governance, Decision Rights & Exit Management

The Project shall be supervised and governed in accordance with Clause 31.7 of the RFP. Without prejudice to the transition obligations under Clause 3.12(f), the Successful Bidder shall maintain, throughout the Term, a living Exit and Transition Plan, refreshed at least annually and on the Company's request. On exit — whether by expiry, non-renewal, or termination — the Successful Bidder shall: transfer complete and current operational documentation (architecture documentation, runbooks, playbooks, SOPs, network/configuration diagrams, and known-issue registers); transfer all configurations, infrastructure-as-code, automation scripts, and operational tooling; transfer all credentials, access rights, certificates, keys, and administrative control to the Company or its nominee, revoking its own access on completion; and transfer the source code, model weights, datasets, and artefacts of all sovereign components, together with escrow or documented continuity arrangements for any proprietary third-party components necessary for continued operation. These obligations are binding and shall survive the termination or expiry of this Agreement.

3.17 Commercial Protection & Anti-Lock-In

The Successful Bidder shall: hold all recurring charges (support, managed operations, subscriptions, licences) firm for the initial Term, with any escalation in extension years capped to a pre-agreed index-linked ceiling stated in the contract; guarantee continuity of all software subscriptions, licences, and entitlements required to operate the solution for the full Term and any extension, with no mid-term withdrawal that would impair operation; vest ownership of all configurations, scripts, documentation, runbooks, and bespoke developments in the Company, consistent with Clause 14 (Intellectual Property Rights); ensure the Company is not locked into the Successful Bidder for continued operation, through open/documented interfaces, portable data formats, and the exit provisions of Clause 3.16; offer any extension or renewal on terms no less favourable than the initial Term, at the Company's sole option; disclose all third-party dependencies whose lapse could affect operation and enable their transfer to the Company on exit where permissible; and ensure no foreign-controlled licence check-in, remote disablement, or external dependency can interrupt operation under Company control.

3.18 Draft Service Level Agreement Schedule

The Service Levels applicable to Clauses 3.4, 3.6, 3.11, and 3.15 shall be governed by the Service Level Agreement Schedule set out at Section 32 of the RFP (Severity Levels, Service Availability Targets, Hardware Replacement Targets, Disaster Recovery Targets, and Service Credits & Escalation), to be finalised and appended to the Project Portfolio.

3.19 Successful Bidder shall manage the Project in accordance with this Agreement;

3.20 Successful Bidder shall execute and implement the Project and shall perform Deliverables (*Appendix C of the Project Portfolio*) in accordance with the Project Portfolio with due care, skill and diligence consistent with industry standards;

3.21 The Company shall disburse the Grant into the dedicated Project Account in accordance with the Phased Disbursement Schedule, subject to verification of Deliverables accomplished (*Appendix D of the Project Portfolio*); and

3.22 The Project shall be supervised as per Clause 31.7 of the RFP.

4. DUTIES OF THE SUCCESSFUL BIDDER

4.1 General Obligations

The Successful Bidder shall:

i. Perform and deliver all Deliverables in accordance with the Project Portfolio, this Agreement, the ToR, and applicable laws of Pakistan;

ii. Complete and submit all Deliverables and perform all obligations within the time stipulated in the Project Portfolio. Time shall be of the essence of this Agreement;

iii. Comply with all representations, warranties, and undertakings provided in the Project Portfolio relating to the quality and contents of Deliverables;

iv. Submit progress reports in the format, content, and frequency specified in Appendix B and Clause 9 of this Agreement;

v. Facilitate monitoring of the Project as directed by the Company and provide all reasonable facilities and assistance for Company representatives;

vi. Maintain detailed and accurate records of all activities and transactions in relation to the Project and, at the Company's request, make such records available for inspection or provide true copies thereof;

vii. Comply with all applicable laws including federal and provincial regulations, cybersecurity guidelines, national AI policies, environmental regulations, and applicable public procurement rules;

viii. Ensure that all data, information, and beliefs included in Deliverables are accurate using recognized quality assurance protocols;

ix. Promptly and accurately respond to reviews of Deliverables by the Company, including provision of technical explanations or revisions as reasonably requested;

x. Ensure no data, telemetry, operational information, or Government data is transmitted outside Pakistan or to any foreign-controlled or vendor-controlled system without the prior written consent of the Company;

xi. Ensure full compliance with Sovereignty Requirements throughout the Term;

xii. Ensure that all personnel used in the performance of Deliverables are engaged under an employment or services arrangement between the Successful Bidder and the personnel, with no employment relationship created between the Company and such personnel. The Successful Bidder shall be fully responsible for all acts, defaults, or neglects of such personnels and shall indemnify the Company accordingly;

xiii. facilitate the monitoring of the Project by the Company;

xiv. present on regular basis to the Company progress achieved in all aspects of the Project;

xv. comply with all applicable laws including but not limited to any government rules and regulations including applicable banking regulations issued by the State Bank of Pakistan (**SBP**), SOPs, government policies such as COVID, health bye laws, vaccination for staff and other SOPs recommended, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under the Project;

xvi. 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 upon termination or expiry of this Agreement the Consortium may attempt to transfer all such consents and licenses to the Company if so requested;

xvii. use its best efforts to ensure that all the data, information and considerations 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 Consortium obtains or relies on any derived data, information or considerations, it shall utilize reasonable and customary efforts to ensure the quality and information of such data, information or considerations;

xviii. 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; and

xix. Develop a web portal, in addition to the information with respect to the Company along with its logo/emblem and URL www.igntie.org.pk, the web portal shall contain any and all the relevant and updated details related to the Project. “Updated”, means any and all the updates, reports, summary of the Project and information as required by the Company in accordance with Appendix B and Appendix C.

xx. Without prejudice to any other provision of this Agreement, the Successful Bidder shall comply with the Service Level Agreement ("SLA") attached as Appendix H, which shall form an integral and binding part of this Agreement. The Successful Bidder shall ensure compliance with all service levels, key performance indicators, response and resolution timelines, operational standards, reporting obligations, and other requirements prescribed therein throughout the Term of this Agreement.

4.2 **SOVEREIGN AI INFRASTRUCTURE REQUIREMENTS**

The Successful Bidder shall:

i. Ensure that all assets forming part of AI Infrastructure, AI Software Stack, models, configurations, and operational tooling are free from vendor lock-in, remote disablement mechanisms, cryptographic enforcement locks, kill-switch mechanisms, or mandatory external cloud dependencies;

ii. Ensure that all hardware telemetry, device monitoring, firmware logs, and performance diagnostics operate entirely within sovereign infrastructure without transmission to vendor-controlled external systems;

iii. Ensure that all foundation models deployed meet Sovereignty Requirements, including full Government custody of model weights, absence of restrictive licensing, and ability to retrain, fine-tune, and evolve models independently;

iv. Deliver all configuration files, infrastructure-as-code templates, automation scripts, orchestration artifacts, deployment manifests, dashboards, and operational tooling to the Company to ensure full operational continuity and independence;

v. Ensure that all custom-developed components, scripts, automation tools, dashboards, and extensions are delivered with full source code ownership vested in the Government of Pakistan;

vi. Provide all APIs, documentation, and deployment artifacts required to operate, maintain, and evolve the AI Stack without vendor intervention.

vii. Implement and maintain a Zero Trust Approach during Continued Operations Support Period, and shall provide certificates of insurance to the Company upon request. The Successful Bidder shall remain responsible for safeguarding all Assets until formal commissioning acceptance by the Company.

4.4 SUBCONTRACTING AND SUPPLIER APPROVAL

a) The Successful Bidder shall not subcontract any material obligation under this Agreement, nor replace any approved subcontractor or key supplier (including but not limited to AI accelerator vendor, co-location data center provider, networking equipment supplier, and software platform provider), without the prior written approval of the Company.

b) For any subcontractor or supplier approved by the Company, the Successful Bidder shall:

(i) enter into written agreements that bind such subcontractor or supplier to obligations no less protective than those imposed on the Successful Bidder under this Agreement;

(ii) remain fully liable for all acts, omissions, and defaults of its subcontractors and suppliers; and

(iii) provide to the Company, upon request, copies of all subcontracts and supplier agreements (redacted only for trade secrets unrelated to the Project).

c) The Company may, in its reasonable discretion, require the removal or replacement of any subcontractor or supplier that fails to comply with applicable laws, sovereignty requirements, or security/confidentiality standards.

4.5 DATA PROTECTION AND PROCESSING OBLIGATIONS

The Successful Bidder shall:

i. Process personal data solely for performing this Agreement;
ii. implement appropriate technical and organizational security measures (encryption, access controls, regular testing);
iii. ensure personnel authorized to process personal data are bound by confidentiality;
iv. not engage any sub-processor without the Company’s prior written consent; any sub-processor shall be bound by equivalent obligations and the Successful Bidder remains liable;
v. retain personal data only as long as necessary and, upon termination, return or delete all personal data as instructed by the Company;
vi. promptly notify the Company (within 24 hours) of any personal data breach, including description, consequences, and remediation measures.
vii. The Successful Bidder shall not transfer Personal Data outside Pakistan without the Company’s prior written consent. If consented, appropriate safeguards (e.g., standard contractual clauses) must be in place.

5. DUTIES OF THE COMPANY

The Company shall:

i. Perform regular oversight of the Project in accordance with its inherent funding and monitoring mandate;
ii. Timely disburse the Grant in accordance with the Phased Disbursement Schedule (Appendix D) and Clause 7 of this Agreement;
iii. Ensure regular monitoring against defined KPIs and approved project management methodology;
iv. Approve or reject Deliverables within Forty-Five (45) calendar days of submission; the Company's failure to respond shall not constitute acceptance, and no Deliverable shall be deemed accepted without the Company's express written approval.
v. Provide timely and appropriate responses to information requests that Successful Bidder cannot reasonably be expected to obtain on their own within the framework of the Project Portfolio.
vi. Define, approve, and own all data classification, data retention, data access, and data governance policies;
vii. Identify in collaboration with the Successful Bidder and approve eligible ecosystem users, datasets, and access policies for AI Infrastructure utilization; and
viii. Exercise all powers and discretion vested in it under this Agreement reasonably and promptly with the objective of realization of the aims and objectives of the Project.

6. CAPACITY BUILDING AND KNOWLEDGE TRANSFER

The Successful Bidder, as per Clause 26.2.7 of the RFP, shall develop and implement a structured Capacity Building Plan, to be approved by the Company within sixty (60) days of the Effective Date, including but not limited to the following:

i. Training of trainers as determined by Ignite to empower and amplify local capability;
ii. Hands-on training in AI Infrastructure administration, platform management, security, and troubleshooting for relevant Ignite technical staff;
iii. Structured certification-based training programs, including hands-on labs and assessments, for a broader pool of national technical resources to develop future-ready expertise in AI Infrastructure, AI Software Platforms, and AI Operations;
iv. Progressive shadowing and joint-operations arrangements to transfer operational responsibility to Certified technical resources;
v. Development and delivery of comprehensive documentation, standard operating procedures (SOPs), runbooks, and operational guides;
vi. Demonstration of readiness of Certified technical resources to independently operate, maintain, troubleshoot, and evolve the complete AI Stack to the Company's satisfaction prior to handover;
vii. Demonstration of exit-readiness through documented operational drills, handover simulations, and independent validation exercises. **If the Company determines that readiness has not been achieved, the Successful Bidder shall provide additional training at no cost until readiness is demonstrated.**
viii. The Successful Bidder warrants that the trainers and technical personnel responsible for knowledge transfer shall remain assigned to the Project until the Handover Certificate is issued, to prevent "brain drain" and ensure consistent delivery of expertise.

7. MONITORING PROJECT PERFORMANCE

a) 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"
b) The Successful Bidder shall prudently manage all expenditures and actions in relation to the Grant. Documentation for each expenditure or action affecting the Grant shall reflect appropriate Company reviews or approvals, made in advance of the action. Such reviews shall ensure that expenditures are:

(i) allowable, necessary, and reasonable for the conduct of the Project;

(ii) consistent with the terms of this Agreement;

(iii) consistent with the applicable policies of the Company;

(iv) representative of effective utilization of resources; and

(v) not a change in objective or scope without prior Company approval under Clause 8.

c) The Successful Bidder shall ensure that its personnel, subcontractors, and suppliers comply with all applicable laws, regulations, and standard operating procedures of the Federal and Provincial Governments of Pakistan.

(d) The Company shall have the right, at all reasonable times, to request all information related to Project progress, to take reasonable measures as per its inherent funding and monitoring mandate to keep the Project aligned with the agreed scope and objectives, and to make site visits to the Co-location Data Center or Project site to review Project accomplishments and management control systems. The Successful Bidder shall provide all reasonable facilities and assistance for the safety and convenience of the Company representatives during such visits.

(e) The Successful Bidder shall achieve the KPIs specified in RFP. The Company shall define and communicate revised KPIs annually as operational requirements evolve. The Company may withhold a portion of the management fee if defined KPIs are not achieved, in proportion to the percentage of KPIs achieved. The Company reserves the right to waive or revise specific KPI thresholds based on operational realities.

8. CHANGES IN PROJECT SCOPE OR METHODOLOGY

8.1 CHANGE IN SCOPE

The Successful Bidder shall not alter, modify, reduce, suspend, or otherwise deviate from the approved objectives, scope, architecture, implementation methodology, hosting arrangements, security controls, technology stack, consortium/subcontractor structure, deployment plan, or Deliverables set forth in the Project Portfolio, without the prior written approval of the Company. Any proposed change shall be submitted in writing by the Successful Bidder, and the approval thereof shall be at the sole discretion of the Company. Significant changes in methods or procedures shall be reported to the Company and are subject to its prior approval.

8.2 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, Successful Bidder should, as soon as reasonably and practically becoming aware of the same, inform the Company of such event(s), and propose a reasonably detailed mechanism to remedy such event. The Company shall have the right to accept, reject, or require modifications to the proposed mechanism.

8.3 CHANGES OF KEY PERSONNEL DEVOTED TO THE PROJECT

8.3.1 BASIC REQUIREMENTS

The Successful Bidder shall not replace, remove, or materially reduce the involvement of any Key Personnel without the prior written consent of the Company. In the event Successful Bidder become aware that the Key Personnel will: (i) devote substantially less effort to the Project than initially anticipated or as set forth in the Project Portfolio; or (ii) otherwise withdraw from active involvement in the direction of the Project, Successful Bidder shall promptly notify the Company and propose appropriate remedial measures. Such measures shall be undertaken by Successful Bidder with the Company's consent, ensuring that the Project continues uninterrupted in accordance with the Project Portfolios. Any replacement of Key Personnel shall possess qualifications and experience equal to or better than the individual being replaced and shall be subject to the Company's prior written approval.

8.3.2 CHANGE IN PERSON-MONTHS/TIME DEVOTED TO THE PROJECT

Without prejudice to the requirement for prior written consent under Clause 8.3.1, In the event that there is a reduction of 25% or more in time that Key Personnel should be spending on the Project in any annual quarter, 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:

(i) require Successful Bidder to nominate a replacement acceptable to the Company; or

(ii) initiate the termination procedures described in Clause 16 (*Term, Suspension and Termination*

8.4 Consequences of Unauthorized Changes

Any change, deviation, or replacement made without the prior written approval of the Company as required under this Clause shall constitute a material breach of this Agreement, and the Company may, in addition to any other remedies available under this Agreement or applicable law, require the Successful Bidder to reverse such change at its own cost or terminate this Agreement or as may be determined by the Company.

9 DISBURSEMENT OF THE GRANT

9.3 All payments shall be made on reimbursable basis. However, a 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 Successful Bidder. The said Bank Guarantee will be released immediately after adjustment of mobilization advance. Payment for required infrastructure development will be made as per the Phased Disbursement Schedule agreed with Successful Bidder. Furthermore, payment of operating expenses including but not limited to utilities, salaries of the Project Management Team, payment of trainings/workshops etc. will be made through the invoices duly verified by Company. Successful Bidder shall submit invoices to Company as per agreed Phase 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 verification of the Deliverables and reports. In case of variance, the undisputed amount shall be recommended to finance for payment. There shall be no expenditure incurred beyond the approved Phase Disbursement Schedule. However, in exceptional circumstances, for any expense beyond the approved Phase Disbursement Schedule, the Company upon reasonable justification will approve such payments.

9.4 Disbursements of the Grants shall be based on submission of invoices raised in accordance with the Phased Disbursement Schedule (***Appendix D***) along with the Milestones Chart with Deliverables (***Appendix C***) and Clause 8 of this Agreement. Invoices shall duly list the work performed and expenses incurred (together with supporting time-sheets, receipts, vouchers and the like). The Company may withhold payment against an invoice pending satisfactory compliance of the relevant Deliverable within the Project Portfolio.

9.5 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.

9.6 Successful Bidder shall be responsible to comply with the relevant tax laws as applicable in Pakistan. All the direct and indirect taxes shall be levied, deducted and deposited as per applicable laws of Pakistan.

10. RECORDS, RETENTION AND AUDIT

10.1 ACCOUNTING

a) Successful Bidder shall maintain accurate accounting information in the standard accounting formats and financial records regarding the Project in conformity with applicable financial reporting standards. 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.

b) Successful Bidder shall carry out quarterly internal audit through an ICAP or ICMAP-registered Chartered Accountant or Cost and Management Accounting firm (or other independent auditor acceptable to the Company), and shall submit an internal audit report in accordance with Appendix B (**“Internal Audit”**).

c) In the event that material inconsistency is found between the existing accounting records of Successful Bidder in relation to the Project and Successful Bidder Internal Audit, Successful Bidder shall have a new audit incurred, by auditors approved by the Company, at the sole cost of Successful Bidder (**“Re-Audit”**), and such cost shall in no manner form part of the Grant.

d) The Company may cause to be carried out the special audit from an SBP enlisted 'A'-rated Chartered Accountant firm 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 (**“Special Audit”**).

e) The Grant disbursed by the Company to Successful Bidder for the Project shall be maintained in a separate bank account titled “____”, (the “**Project Account**”) unless specifically authorized otherwise by the Company.

f) Successful Bidder shall facilitate annual external audit(s) of the Grant received for the Project from an SBP enlisted ‘A’-rated Chartered Accountant firm (**“Annual External Audit”**), appointed by the Company.

11. FINANCIAL

a) All invoices shall be raised by SUCCESSFUL BIDDER duly signed by their 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.

b) 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.

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

d) The Company will sponsor the Project in accordance with the Project Portfolio submitted by SUCCESSFUL BIDDER and this Agreement. All disbursements will be made according to the Phased Disbursement Schedule along with the Milestones Chart with Deliverables (***Appendix C***) attached herewith as Phased Disbursement Schedule (***Appendix D***).

e) The amount to be paid by the Company as mentioned in the Phased Disbursement Schedule (unless otherwise expressly stated or modified in the Agreement) is the maximum funding commitment and cannot be modified/altered/changed without the Company’s prior approval/written consent. Any other expenses whether associated with the Project or otherwise, not mentioned in this Agreement and its attachments shall be borne by SUCCESSFUL BIDDER, as per their internal understanding.

f) 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 Advance shall only be released to cater for up to twenty (20) percent of the expenses pertaining to establishment phase (CAPEX) of the Project. The Company will decide the mobilization advance in consultation with SUCCESSFUL BIDDER

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

h) 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. Utility charges will be based on actual usage. Bidders are required to propose a mechanism or formula for measurement, such as a separate/dedicated meter, submeter, per square foot HVAC cost, etc.

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

12. REPORTING

12.1 QUARTERLY REPORTS

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

12.2 ANNUAL REPORTS

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" and, 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, progress on each of the comments/observation of the Company during the preceding year and the targets for the next twelve (12) months period.

12.3 FINAL PROJECT REPORT

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.

12.4 EXCEPTIONAL REPORTING (CRITICAL INCIDENTS)

Notwithstanding the regular reporting cycles, the Successful Bidder shall notify the Company in writing as per Clause 32 of the RFP within **four (4) hours** of the occurrence of any critical security breach, unplanned infrastructure downtime exceeding 1%, or any event that materially threatens the Sovereign National AI Infrastructure.

12.5 REPORTING AS A PREREQUISITE FOR PAYMENT

In accordance with Clause 7, no payment or disbursement of the Grant shall be processed or authorized by the Company unless the corresponding reports for the relevant period have been submitted, reviewed, and approved in writing by the Company.

13. PROPERTY MANAGEMENT

Title to property, Deliverables

All property, movable, immovable, tangible or otherwise acquired or purchased by utilizing sums representing the Grant, and all Deliverables at any stage of the progress of the Project and whether in draft form or completed (the "**Assets/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 movable and immovable properties to SUCCESSFUL

BIDDER. All pre-existing materials or materials not acquired or purchased by utilizing sums of the Grant remain the property of SUCCESSFUL BIDDER.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 DEVELOPED IPR

The Project is initiated, envisaged, and funded by the Company. All Intellectual Property Rights created or generated in the course of the Project and/or as a result of the performance and delivery of Deliverables shall vest in and be the absolute property of the Company ("Developed IPR"). The Successful Bidder hereby assigns all such Developed IPR to the Company with immediate effect upon creation. The Successful Bidder shall, upon request, provide all necessary assistance and support to the Company in registering the Developed IPR under applicable laws.

14.2 SOURCE CODE AND CONFIGURATION OWNERSHIP

All custom-developed components, scripts, automation tools, dashboards, extensions, infrastructure-as-code templates, deployment manifests, and configuration files developed under this Agreement shall be delivered to the Company with full source code ownership. No vendor lock-in, external activation dependencies or proprietary restrictions shall be imposed on any Deliverable.

14.3 AI MODELS AND FOUNDATION MODELS

All AI models, including foundation models, fine-tuned models, and derived artifacts deployed under this Project shall be free from licensing restrictions that prevent sovereign operation, modification, retraining, or independent evolution by the Company. The Successful Bidder shall disclose all applicable licenses and ensure the Government retains full operational rights to all models deployed.

14.4 EXISTING INTELLECTUAL PROPERTY

To the extent that the Developed IPR incorporates any pre-existing Intellectual Property of the Successful Bidder or any third party, the Successful Bidder shall procure the provision to the Company of all such Existing IPR on the basis of a royalty-free (or royalty-based as applicable with prior approval of the company), non-exclusive, freely transferable license in perpetuity, for unencumbered and uninterrupted use, benefit, and enjoyment of the Developed IPR. **If the Successful Bidder fails to procure such license, it shall remove the offending Existing IPR from the Developed IPR at no cost to the Company.**

14.5 General

i. Indemnification for Plagiarism and/or Breach of IPR

SUCCESSFUL BIDDER hereby warrant and undertake 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/their 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 11.3.1 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 any of the 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 that/those CONSORTIUM MEMBER/S notice of such proceedings or claims, and that/those CONSORTIUM MEMBER/S shall at its/their 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 CONSORTIUM MEMBER/S 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 CONSORTIUM MEMBER/S. CONSORTIUM MEMBER/S 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.

14.5.1 Applicability

The Parties agree that this Clause shall only be applicable to the Intellectual Property rights created as a result of the Deliverables performed by Successful bidder in accordance with the existing scope of the Project.

15. CONFIDENTIALITY

15.1 Save as otherwise permitted by this Clause 15, the Successful Bidder undertakes and agrees, in respect of all Information disclosed by or on behalf of the Company, and all Information generated, developed, or produced by the Successful Bidder in the course of, or arising from, its performance of this Agreement (collectively, "Information"), that it shall:

(i) receive and maintain such Information in confidence and shall not publish, disclose, market, advertise, or otherwise communicate such Information or permit the same, save as expressly permitted under this Clause 15;

(ii) apply to the Information appropriate administrative, technical, physical, and cybersecurity safeguards to protect it (including, without limitation, Confidential Information, Project Data, Deliverables, source code, system configurations, credentials, and other sensitive information) from unauthorized access, disclosure, alteration, loss, destruction, misuse, or compromise, with a degree of care and security measures no less stringent than those the Successful Bidder applies to its own confidential information, and which it warrants as adequate for the purpose;

(iii) use the Information only for the purposes of this Agreement; and

(iv) not copy, reproduce, decompile, or reduce to writing any part of the Information except as may be reasonably necessary for the performance of the Deliverables or as otherwise contemplated or permitted under this Agreement.

15.2 The Successful Bidder may disclose the Company's Information only to such of its directors, officers, employees, consortium members, subcontractors, agents, or professional advisers ("Permitted Persons") as need to know the same for the purposes of this Agreement. The Successful Bidder shall:

(i) ensure that each Permitted Person is aware of, and complies with, the obligations of confidentiality set out in this Clause 15; and

(ii) be vicariously liable for any breach of such obligations by a Permitted Person, and shall enforce such obligations at its own expense upon the Company's request.

15.3 The obligations contained in this Clause 15 shall survive the termination or expiry of this Agreement for a period of five (05) years, save that Information constituting a trade secret, or Information relating to Sovereignty Requirements, national security, or classified or controlled Government information, shall remain protected without limitation of time.

15.4 The confidentiality obligations of the Successful Bidder under this Clause 15 shall not apply to any Information which:

(i) at the time of receipt or generation by the Successful Bidder: (a) is in the public domain or thereafter becomes part of the public domain other than in consequence of a breach of this Agreement; or (b) is lawfully already in the possession of the Successful Bidder without limitation on disclosure, as evidenced by its written records existing on the date of receipt, or subsequently becomes free of such limitation otherwise than in consequence of a breach of this Agreement;

(ii) was lawfully obtained by the Successful Bidder from a person (other than the Company) under no obligation of confidentiality to the Company in respect thereof;

(iii) the Successful Bidder is required to disclose by applicable law, regulation, court order, or a competent judicial, governmental, or other authority, provided that the Successful Bidder shall, as soon as possible, notify the Company thereof and shall disclose only that portion of the Information necessary to comply with the relevant requirement;

(iv) the Company has approved for release by written authorization; or

(v) the Successful Bidder wishes to disclose to its professional advisers in connection with the interpretation or operation of this Agreement or any dispute arising therefrom, provided that the Successful Bidder shall ensure such advisers are aware of and comply with this Clause 15 and shall be responsible for any breach by such advisers.

15.5 The Successful Bidder shall not, without the prior written consent of the Company, disclose to any third party the nature or content of this Agreement or the Deliverables, and shall fully indemnify and hold harmless the Company against all losses, costs, damages, claims, penalties and expenses (including legal fees on an indemnity basis) arising from any breach of this Clause 15.

15.6 The Parties acknowledge and agree that the Non-Disclosure Agreement ("NDA") attached as **Appendix G** forms an integral part of this Agreement and shall be read and construed as if fully incorporated herein. The NDA is a unilateral confidentiality agreement applicable exclusively to the Successful Bidder. The Company enters into this Clause 15 and the NDA solely in its capacity as the implementing and governing entity of the Project, being a company established under Section 42 of the Companies Act, 2017 operating under the administrative oversight of the Ministry of Information Technology & Telecommunication (MoITT), and shall not owe, and is not bound by, any reciprocal obligation of confidentiality, non-use, indemnity, or liability under this Clause 15 or the NDA.

15.7 Without prejudice to the obligations contained in Appendix G,

i. The Successful Bidder shall promptly notify the Company of any actual or suspected unauthorized access, disclosure, loss, compromise, or Incident affecting Confidential Information, Project Data, or any component of the AI Infrastructure, and shall take all necessary steps to mitigate and remedy the effects thereof.

ii. The Successful Bidder shall not transfer, store, process, disclose, or permit access to Confidential Information or Project Data outside Pakistan without the prior written approval of the Company.

iii. In the event of any inconsistency between this Clause and Appendix G, the provision imposing the higher standard of confidentiality, protection, security, or non-disclosure on the Successful Bidder shall prevail. Nothing in this sub-clause shall be construed to impose any obligation on the Company inconsistent with Clause 15.9 below.

15.8 For the avoidance of doubt, notwithstanding anything to the contrary contained in this Clause 15, the NDA, or any other provision of this Agreement, the Company shall have no obligation of confidentiality, non-use, non-disclosure, indemnity, or liability of any nature whatsoever, whether to the Successful Bidder or to any third party, in respect of any Information, Deliverables, or Project-related information. The Company retains the unrestricted right, without liability to the Successful Bidder, to use, retain, reproduce, adapt, disclose, publish, share, or otherwise deal with any such Information for purposes of: (a) governance, oversight, monitoring, and audit of the Project by the Company, MoITT, or any other competent Government authority; (b) compliance with applicable law, including the Right of Access to Information Act, 2017 (or any successor legislation), the PPRA Rules, and directions of the National Assembly, Senate, or any parliamentary committee; (c) reporting to, and disclosure before, the Board of the Company, PMAC, or any Government forum; and (d) any other public, regulatory, oversight, or statutory function of the Company.

16. TERM, SUSPENSION, AND TERMINATION

16.1 TERM

This Agreement shall commence on the Effective Date and shall continue for a period comprising:

- The Deployment Phase: Six (06) months from the Effective Date for procurement, deployment, commissioning, and initial operation phase; and
- The Continued Operations Support Period: thirty-six (36) months after the Deployment Phase.

Any extension (up to 2 year) of the Term shall be subject to Company approval and applicable public procurement rules. In case this Agreement is not renewed after completion of the Project, Successful bidder shall transfer its all Asset/s and operations fully to Company.

16.2 <u>Suspension</u>

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

(i) when Successful Bidder has/have materially failed to comply with the terms and conditions of this Agreement and fails to remedy such defect after 60 days of written notice (“Suspension Notice”);

(ii) when the Company has other reasonable cause relating to proven corruption, fraud, bankruptcy, misuse of funds and any other material breach;

(iii) when the Company *prima facie* believes that there has been ‘misconduct’ in relation to the Grant;

b. Provided that the action to suspend or terminate the Grant, by the Company, will be taken only after Successful Bidder has/have been informed in period of 60 days or otherwise by the Company of the proposed action, or informed of any deficiency on its/their part and given an opportunity to correct it. Suspension would be revoked after satisfactory response submitted by the concerned Successful Bidder and accepted by Company. The Company, however, may immediately suspend or terminate the Grant with respect to such Successful Bidder responsibility without notice when it believes such action is reasonable to protect the interests of the Company and or the Government.

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

16.3 Termination

16.3.1 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:

(i) the completion of all Deliverables ("Appendix C") as detailed in the Project Portfolio, duly certified / approved by the Company; or

(ii) the final disbursement of sums under the Grant.

(iii) Expiry of the Term of this Agreement

16.3.2 Termination by mutual consent

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

16.3.3 Termination for material breach

(i) The Company may, by issuing a written notice of termination, terminate this Agreement forthwith if Successful bidder:

a. Is/are in material breach of any of its/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. is in non-compliance with the ToRs under the RFP;

c. has/have delayed the performance or delivery of any Deliverable beyond sixty (60) 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. has made 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 ninety (90) 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 ninety (90) 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. has made 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/their business or undertaking appointed.

16.4 Notwithstanding anything contained in this Agreement, if this Agreement is terminated by the Company due to a material breach arising from any fraud, fraudulent misrepresentation, corruption, wilful misconduct, gross negligence, bad faith, or other malicious or unlawful act or omission ("Fraud Activity") committed by the Successful Bidder, its personnel, consortium members, subcontractors, agents, or representatives, the Successful Bidder shall, without prejudice to any other rights or remedies available to the Company under this Agreement or applicable law, immediately refund all Grant amounts disbursed and utilised in connection with or affected by such Fraud Activity, indemnify and hold harmless the Company against all resulting losses, damages, liabilities, costs, expenses (including legal and forensic investigation costs), claims, and penalties, and remain liable for any other remedies available to the Company, including recovery of damages, suspension of payments, debarment from future procurements (*where applicable*), and referral to the competent authorities.

16.5 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.

16.6 <u>Consequences of Termination</u>

In the event of termination of this Agreement for any reason mentioned hereinabove:

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

(ii) subject to clause (i) above, 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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;

(vii) The Successful Bidder shall provide transition assistance for up to ninety (90) days after termination occur owing to fault or breach or negligence of Successful bidder at no additional cost to the Company, including full cooperation with any successor provider**,** including but not limited to transfer of operational knowledge, access to documentation, and reasonable consultation, to ensure uninterrupted operation of Project;

(viii) If this Agreement is terminated by the Successful Bidder for the Company's material breach, the Successful Bidder shall provide transition assistance for up to ninety (90) days at standard daily rates *as determined between the Parties before signing of this Agreement*, which shall not exceed the effective daily rate under this Agreement. The Company shall pay for all approved assistance within ninety (90) days of invoice;

(ix) If agreement is terminated by mutual consent or due to prolonged Force Majeure the Successful Bidder shall provide transition assistance for up to ninety (90) days **at** standard daily rates *as determined between the Parties before signing of this Agreement*, which shall not exceed the (50 %) effective daily rate under this Agreement. The Company shall pay for all approved assistance within ninety (90) days of invoice; and

(x) The following provisions shall survive termination: Clause 6, Clause relating to Audit, Clause relating to IPR, Clause relating to Confidentiality, Clause relating to dispute resolution), clause relating to Indemnification and this Clause 16.5.

17 PERSONNEL

17.3 **<u>The Key Personnel</u>**

17.3.3 For the purpose of this Agreement Key Personnel means and defined in the RFP and proposed by SUCCESSFUL BIDDER in the Project Proposal, with mentioned qualifications, skill and experience.

17.3.4 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.

17.3.5 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.

17 **.GENERAL**

17.1 The Company shall, subject to prior consultation with SUCCESSFUL BIDDER, have the right to object, by written notice to SUCCESSFUL BIDDER, to the involvement of any person engaged by SUCCESSFUL BIDDER for the Project, as outlined in Appendix 'A', who, in the Company's reasonable opinion, is guilty of misconduct, or is incompetent or negligent in the performance of the Deliverables 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.

17.2 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.

17.3 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 to the extent of their liability/liabilities 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.

17.4 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.

18. FORCE MAJEURE

a. If any 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.

b. 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 or a Party is rendered wholly or partly unable to perform its obligation under this Agreement in a timely manner because of an event of Force Majeure that Party shall be excused from the performance of such obligation affected by the event of Force Majeure. In particular, events of Force Majeure shall include, but not be limited to, invasion, act of terrorism, war, threat of or preparation for war, fire, explosion, storm, flood, cyclone, typhoon, tornado, earthquake, subsidence, epidemic, pandemic or other natural physical disaster , provided that Force Majeure shall not include lack of financial means, government inaction, increase in costs, labour shortages, failure of subcontractors or suppliers, equipment shortages, licensing issues, delay in obtaining permits, market conditions or any event that could have been reasonably foreseen and mitigated by the affected Party.

19. RESOLUTION OF DISPUTES

a. <u>Mediation by Expert</u>

i. 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;

ii. In the event the parties do not reach an acceptable resolution of the Dispute, any Party may, within twenty-one (21) days of such negotiations, issue a written notice of the Dispute ("**Dispute Notification**") to the other Party/ Parties along with request for mediation by an Expert. A Dispute Notification shall be effective once given and shall not be questioned by the Party/ Parties for the reason that attempts at internal resolution by the officials or representatives of the Parties are being undertaken. Subject to Clause 17.1.4 mediation by an Expert shall be a condition precedent to any arbitration or other legal proceedings by a Party for the resolution of the Dispute.

iii. An "**Expert**" means the persons accredited as Mediators under the applicable law such as Alternative Dispute Resolution Act, 2017 or a person with appropriate qualifications and experience in the field of information and communications technology.

iv. 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 the Parties, within the aforementioned time period, the process of mediation under this Clause 19.1 shall terminate and the affected Party/Parties shall be free to initiate arbitration proceedings against the Party/Parties under Clause 19.2 hereunder.

v. 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.

vi. Each Party shall bear its own costs incurred in the process of mediation, provided that, the fees of the Expert shall be equally borne by the Parties.

vii. Notwithstanding the existence of any dispute, controversy, or claim arising out of or relating to this Agreement, each Party shall continue to perform all its obligations under this Agreement that are not directly the subject of the dispute.

20. <u>Arbitration</u>

If the Parties cannot agree upon the selection of an Expert under Clause 19.1.4, hereinabove or a Party is dissatisfied with the decision of the Expert, such Party may refer the Dispute for resolution through arbitration by a sole arbitrator appointed with the consent of the 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 Each Party shall bear its own costs of arbitration.

21. MISCELLANEOUS

a. <u>Publicity / Media Releases</u>

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 written approval of the Company, which shall not be unreasonably withheld.

b. Remedies Cumulative

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.

c. 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: Ignite, 3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad
Phone No. +92 51 9107444
Email Address. _________________________________

Successful Bidder

____
____
____

d. 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.

e. Waiver

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.

f. Severability

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.

22. AMENDMENT:

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

a. Sufficiency of this Agreement

The Agreement 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 this Agreement 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. This Agreement supersede any prior agreement between the Parties whether written or oral and any such prior agreement is cancelled as at the Effective Date.

b. Governing Law and Jurisdiction

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

c. Time of the essence

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

d. Further Assurances

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

e. Assignment

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 Parties.

f. Successors

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

g. Independent Contractors

The Parties are independent contractors. Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership, 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.

h. Assumption of Responsibility and Indemnity

i. Successful Bidder shall be responsible and 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 or material breach of this Agreement by such Party, its officers, agents, employees or independent contractors employees in connection with this Project. For avoidance of doubt, each Party's liability under this Clause shall be limited to matters arising from its own acts or omissions and shall not extend to acts or omissions of any other Successful Bidder.

ii. Successful Bidder shall be solely liable for and indemnify the Company against any and all tax liabilities connected to the Project, including, but not limited to withholding tax or any other applicable taxes that may be imposed by the tax authorities in relation to the payments made to the specified individuals engaged for the Project, and hold the Company harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with the imposition of such taxes.

iii. Notwithstanding anything to the contrary contained in this Agreement, the liability of Successful Bidder arising out of or in connection with this Agreement, including under any indemnity, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to this Project.

i. Counterpart

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 hereto have executed this Agreement on the dates written below:

SIGNED FOR & ON BEHALF OF THE COMPANY	**SIGNED FOR & ON BEHALF OF** SUCCESSFUL BIDDER
By:	By:

Title: Chief Executive Officer

CNIC:

Date: ___/___/2026

Title: CEO/MD/Head

CNIC:

Date: ___/___/2026

Witness - 1

Name: _______________________

Designation: ___________________

Signature: ____________________

CNIC: ______-__________-___

Witness - 2

Name: _______________________

Designation: ___________________

Signature: ____________________

CNIC: ______-__________-___

Witness – 1

Name: ______________________

Designation: __________________

Signature: ____________________

CNIC: ______-__________-___

Witness – 2

Name: ______________________

Designation: __________________

Signature: ____________________

CNIC: ______-__________-__