



## SPECIAL TECHNOLOGY ZONES AUTHORITY

No. T# 03/21-22

### **Request for Proposal**

The Special Technology Zones Authority (STZA) invites sealed proposals (technical proposal and financial proposal) for selection of a consultant/consulting firm. This selected consultant/consulting firm shall perform

### **CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL**

Request for Proposal documents containing detailed terms and conditions, method of procurement, procedure for submission of proposals, bid security, proposal validity, opening of proposals, evaluation criteria, clarification/rejection of proposals etc. against above requirement may be downloaded from STZA website <https://www.stza.gov.pk/procurement> or obtained from the undersigned free of cost. All applicants who intend to participate must send an email at [usman.tahir@stza.gov.pk](mailto:usman.tahir@stza.gov.pk) with their contact details for any clarifications prior to the submission. Submission will be in hardcopy only.

The proposals prepared in accordance with the instructions in the request for proposal documents, must reach on or before 1500 hrs. **on 4<sup>th</sup> August, 2021** and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 0321 9300 300 office hours (Monday to Friday excluding Public Holidays)

Director (Admin & Security)  
[Usman.tahir@stza.gov.pk](mailto:Usman.tahir@stza.gov.pk)

## Terms and Conditions for Bids and Bidders

### **Tender Identification Number: TENDER # 03/21-22**

1. The Procurement Agency is:  
Special Technology Zones Authority 4th Floor,  
Prime Minister's Office, Constitutional Avenue,  
G-5, Islamabad, Pakistan.
2. The Special Technology Zones Authority (STZA), setup in pursuance of the Special Technology Zones Authority Ordinance, 2020 is a governmental authority under the Cabinet Division empowered to develop a scientific and technological ecosystem through development of zones to accelerate technology development in Pakistan.
3. The Special Technology Zones Authority (STZA) invites sealed proposals (technical proposal and financial proposal) for selection of a consultant/consulting firm based in Pakistan and registered with sales tax department/ having national tax number (NTN). This selected consultant/consulting firm shall perform

### **CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL**

through

#### **Least Cost Based Selection Single Stage Two Envelope**

4. **Pre Bid Meeting:** In order to obtain full understanding of the Scope of Work, a meeting of the bidders is scheduled on **July 29th, 2021 at 1100 Hrs** through online video conference (details to be emailed to prospective bidders). Those who wish to attend/ participate should send an email to [xenia.rasul@stza.gov.pk](mailto:xenia.rasul@stza.gov.pk).
5. Clarification if any on the technical requirement may also be obtained by sending an email to [xenia.rasul@stza.gov.pk](mailto:xenia.rasul@stza.gov.pk) till **July 29, 2021** (before pre-bid meeting).
6. The clarifications issued in respect of all queries (through email and during pre-bid meeting) will be uploaded on the STZA Website by July 30, 2021. Response to the queries received after the pre-bid meeting shall not be made.
7. Proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial Proposal and the technical Proposal. The envelopes shall be clearly marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters.
8. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened publicly. The envelope marked as "FINANCIAL PROPOSAL" shall be retained.
9. After the evaluation and approval of the technical proposal, financial proposal of the technically accepted proposal only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial Proposals of technically non-responsive will be returned.

10. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the STZA website: <https://www.stza.gov.pk/procurement/>
11. **The proposal validity period shall be 150 days.**
12. The amount of the proposal and bid/proposal security shall be in Pak rupees. The **bid security shall be submitted in a third sealed envelope with the technical proposal.** The proposals should be accompanied by bid security (refundable) for an amount of 400,000 Pak rupees in the shape of either pay order, demand draft valid for not less than 6 months in favor of **Special Technology Zones Authority**. Proposals not accompanied by bid security or with less amount of bid security will not be entertained.
13. In case any consultant/consulting firm submits more than one option against this invitation then bid security shall be submitted against the highest quoted option.
14. The bid security of a successful consultant/consulting firm will be retained and that of other consultant/consulting firm will be returned after award of contract.
15. If the proposal is withdrawn before the expiry of its validity or the supply/services are not made/provided within the due date, the bid security will be forfeited in favor of the STZA, Islamabad.
16. The language of the proposals is English and alternative proposals shall not be considered.
17. Amendments or alterations/cutting etc., in the proposals must be attested in full by the person who has signed the proposals.
18. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the consultant/consulting firm shall not be adjustable. Changes or revisions in rates after the opening of the proposals will not be entertained and may disqualify the original offer.
19. Consultant/Consulting firms shall quote cost inclusive of applicable taxes and any other cost involved therein.
20. The rates must be quoted strictly in accordance with our documents and Annex(s).
21. Discounts (if any) offered by the **consultant/consulting firm** shall be part of the proposal.
22. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected consultant/consulting firm will have to provide the required services, if selected and declared as highest ranked bidder. In case a consultant/consulting firm is not willing to provide services on quoted amount then bid security submitted with the proposal will be forfeited in favor of the Commission and next ranked bidder will be awarded the contract.
23. Proposals shall be evaluated as per evaluation criteria of this Request for Proposal.
24. Consultant/consulting firm must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.

25. Consultant/consulting firm must submit an affidavit with the bid/proposal that the bidder/consultant/consulting firm is not blacklisted by any organization.
26. Only registered consultant/consulting firm who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
27. If any consultant/consulting firm is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
28. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
29. The STZA reserves the right to accept full or partial supplies/services offered and consultant/consulting firm should supply the same at the rates finalized between the procuring agency and the consultant/consulting firm.
30. STZA reserves the right to cancel this invitation and reject all proposals at any stage of the bidding process.
31. The consultant/consulting firm does not have the option of submitting their proposals electronically. Telegraphic and conditional proposals will not be accepted. Unsealed proposals will not be entertained.
32. The consultancy firm shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc. throughout the consultancy engagement and till the completion of the whole process. It will also be required to execute a Confidentiality Agreement before starting the assignment.
33. Sealed proposals may be dropped in the tender drop box placed at location in (STZA Office) Room Number F26, First Floor, National Library of Pakistan, Constitutional Avenue, G-5, Islamabad, Pakistan.
34. The proposals received after the due date and time will not be entertained.
35. Successful consultant/consulting firm shall be bound to provide the required services within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
36. It is of utmost importance that proposals should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
37. The place of proposal destination is: (STZA Office) Room Number F26, First Floor, National Library of Pakistan, Constitutional Avenue, G-5, Islamabad, Pakistan.

38. The envelopes shall bear the following identification marks:

Bid for: **CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL**

Bidder name:

Attention: Usman Tahir,  
Director (Admin & Security), Room F26, 1st Floor,  
National Library of Pakistan, Constitutional Avenue  
G-5, Islamabad

39. The deadline for the submission of bids/proposals is:

Date: August 4<sup>th</sup>, 2021

Time: 1500 hrs

The bid/proposals opening shall take place at:

**Special Technology Zones Authority**  
Room F26, 1st Floor,  
National Library of Pakistan, Constitutional Avenue  
G-5, Islamabad

A statement "Not to be opened before 1530 Hrs on Date: 4<sup>th</sup> August, 2021" shall be clearly mentioned on the top of the sealed bid/proposal.

Note:

- The attachment details are as under:

1. Terms of Reference	Annex "A"
2. Technical Requirements	Annex "B"
3. Financial Proposal Submission Form	Annex "C"
4. Resume Format	Annex "D"
5. Reference Format	Annex "E"
6. Sample Consultancy Agreement	Annex "F"
7. Sample NDA Agreement	Annex "G"

- If the above terms and conditions are acceptable then bids/proposals must be submitted well in time and according to the requirements.

## ANNEXURE - A

### TORS FOR HIRING OF

#### CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL

##### BACKGROUND

The Special Technology Zones Authority (STZA), setup in pursuance of the Special Technology Zones Authority Ordinance, 2020 is a governmental authority under the Cabinet Division empowered to develop a scientific and technological ecosystem through development of zones to accelerate technology development in Pakistan.

The STZA One Window is intended to increase the ease of doing business for licensed domestic and global technology companies in Special Technology Zones in Pakistan. The activity is a key component of the STZA's overall vision of developing a scientific and technological ecosystem through development of zones to accelerate technology development in the country.

The STZA One Window project includes provision of target assistance to the Government of Pakistan, in the form of interventions geared towards improving the conditions of doing business in Pakistan by simplifying and harmonizing registration processes, in-zone operations, and other regulatory approvals for business set-up. The STZA is committed to developing and launching its One Window by 2021-2022.

A One Window is a facility that allows all economic operators in a zone to lodge standardized information and documents with a single-entry point to fulfill all utility, registration, and business-related regulatory requirements. If information is electronic, then individual data elements should only be submitted once. The One Window will help reduce the time and cost of doing business in the Special Technology Zones and make zone-related business processes more efficient, transparent and consistent.

##### **Other Government Agencies (“OGAs”) (MINISTRIES/DEPARTMENTS) INVOLVED:**

The STZA is committed to achieving this reform initiative, and has initially identified the following ministries/departments to be part of the STZA One Window namely:

1. State Bank of Pakistan;
2. Federal Board of Revenue;
3. Capital Development Authority (CDA);
4. Sui Northern Gas Pipelines Limited (SNGPL);
5. Islamabad Electric Supply Company (IESCO);
6. Ministry of Foreign Affairs (Protocol Section, SECDIV);
7. Securities and Exchange Commission of Pakistan;
9. Board of Investment, Pakistan;
10. Ministry of Interior and Narcotics control;
11. Ministry of Commerce and Textile;
12. Ministry of Science and Technology (Pakistan Standards Quality Control Authority, Pakistan Engineering Council, Pakistan Council of Scientific and Industrial Research, Pakistan National Accreditation Council);
13. Pakistan Software Export Board (PSEB);
14. National Database & Registration Authority (NADRA);

## 15. Pakistan Single Window (PSW).

Following consultative sessions with stakeholders, it was found that Other Government Departments by and large lag behind in automating business processes. The businesses are required to submit multiple sets of the same information to different OGAs which do not work in a truly integrated environment. Moreover, the OGAs rely on a multi-layer verification process, considerably slowing down the business process without adding much value to the actual outcome. Efficacy of any developed Single Window will remain a serious concern if the back-end processes of the OGAs continue to be paper based and manual.

### **OBJECTIVES AND DUTIES**

In order to realize the full potential of Special Technology Zones, it is imperative that the back-end business processes of the various OGAs be studied, reviewed, reengineered, standardized, and automated to align with the new STZ environment. Moreover, the risk parameters for each process also need to be ascertained to convert it into an intelligent computer-based system. In order to accomplish the task in an efficient and organized manner, the STZA intends to hire the services of a firm to meet the needs of internal and external stakeholders in terms of providing the following, non-exhaustive outcomes:

### **TASKS (PERFORMANCE REQUIREMENTS)**

#### **Setup of internal STZA Infrastructure:**

1. Develop internal IT roadmap for kicking off the Operations of STZA
2. Prepare Digital/IT and IS strategy and advising on creation of technical ecosystem with integration with other ministries and departments for the enablement of STZA services and One Window Portal (OWP)
3. Requirement gathering for HR, Finance, Admin and Ops infrastructure
4. Prepare and float an RFP for internal IT set up of STZA and conduct technical evaluation for the vendors

#### **Assessments, strategy, planning & BPR:**

Comprehensive assessments leading to development of strategy to realize the STZA vision, automation and digitization of STZA and OWP services and business processes, implementation roadmap of OWP, assessment of deployment to Cloud environment, conducting business process re-engineering, deliver RFPs and bid packages for purchasing required systems and capabilities to implement the business requirements, defining success KPIs, capacity building and knowledge transfer.

- 1.1. Analyse and leverage best practices on establishment and services of Special Technology Zones Authority (STZA) based on the global benchmark initiatives of similar nature.
- 1.2. Create a detailed project plan covering total scope of consultancy services and its approval from relevant committee.

### **Business Process Reengineering (BPR)**

- 1- Review and understanding of STZA Ordinance, Act, Rules and Regulations

- 2- Review of processes and procedures of relevant OGAs to identify and list down jurisdictions of concerned ministry/department in relevance to technology companies and Special Technology Zones operations
- 3- Create 'stakeholder maps' detailing every stakeholder associated directly or indirectly with the OGAs business processes relating to company registration and business services enablement through the centralized platform
- 4- Study and propose the possibilities of process harmonization between requirements of issuance of licenses, approvals, utility-provision, registrations and exemptions by different agencies.
- 5- Review and understand existing systems and infrastructure of relevant OGAs to identify the documents involved in identification of data harmonization/ standardization opportunities as per international standards.
- 6- Identify whether document validity is based on date period, value of goods, or quantity.
- 7- List the legal reference behind each document/permit/license/certificate whether issued by the OGA or requested from the businesses for issuance of that permit/license/certificate and/or the rationale for requesting that document.
- 8- Define/complete "As is" technology company set-up life-cycle, involving all OGAs, including the following, with respect to each task identified in the "As is" technology company-set up life-cycle:
- 9- Complete process flow diagram, indicating concurrent and sequential processes within the life-cycle;
- 10- Estimated time needed for completion;
- 11- List of required documents/forms, administrative approvals, number of departments for completion of the process
- 12- Study and analyse transactions volume for each service based on the statistical information provided by the OGA.
- 13- For each Government Ministry involved / identified in the "As is technology company-set up life-cycle" process, map the business process within the respective Ministry to identify: processes, offices, documentation, regulatory basis and time for the completion of relevant tasks.
- 14- Analyse the "As is" business processes with the internationally recommended best practices (if available) and with the objective of reducing time and cost involved for the businesses; and propose "To-Be" model for each process after considering necessary business process re-engineering (along with justification/rationale) wherever required. This task should invariably also include:
- 15- Listing down of data elements and type (text, numeric, alphanumeric) used in transactions and propose removal or redundancy of data input.
- 16- List down fee against issuance of document / certificate and in the event of fee charging identify users' roles and classifications.
- 17- Based on the above assessments and reviews, prepare Current State Assessment Report
- 18- Review fee payment modes and mechanisms, practices and technologies
- 19- Conduct BRP and creation of TO-BE documents for the establishment of STZA technology establishment and enablement of OWP preferably on design thinking methodology
- 20- Preparation of implementation roadmap of One Window Portal
- 21- Preparation of bidding documents and RFPs for OWP and all other systems/ modules involved
- 22- Assistance in evaluation of proposals and selection of implementation partner
- 23- Provide final acceptance certification from all relevant ministries/departments involved on the department specific To-Be documentation prepared to map out the business processes of each entity involved
- 24- Run a monitoring program to identify and address any deviations from the consultancy project plan
- 25- Prepare presentations for steering committee and for the entire duration of the consultancy services
- 26- Ensure industry collaboration through workshop, boot camps and meetings for industry insights and expectation management from STZA and OWP
- 27- Defining KPIs, benchmarking and impact measurement from the STZA services and OWP
- 28- Prepare Capacity building and knowledge transfer plan and build capability of relevant people and business process re-engineering at STZA and other relevant stakeholders for successful & smooth operations in future



29- Prepare Release Management roadmap for OWP and seamless delivery/handover plan of all OWP artefacts at all stages of the implementation including final sign off.

### **One Window System Implementation**

1. After complete study of existing business processes in all OGAs, finalize design document for One Window Portal
2. After Approval from STZA, prepare and float RFP for One Window`
3. Evaluate and recommend vendor for implementation

### **MINIMUM MANDATORY REQUIRED EXPERTISE OF THE CONSULTANCY FIRM**

The Consulting firm should have the following experience and skills:

- Proven track record in the assessment and designing of digital consultancy projects with at least 3 clients.
- Familiarity with free zones/special economic zones environment and practices.
- Experience of working with complex, multi-system environments including data management through multiple interfaces and systems architecture, troubleshooting, reengineering and process mapping.
- Proven track record in the assessment and implementation of IT systems in public sector, regulatory and autonomous bodies, ministries, departments etc.
- Proven track record in the assessment and development of a comprehensive IT strategy and Systems implementation plan for large organizations.
- Experience in developing business strategy for public sector and technology zones is preferred.
- Proven track record in the business process management, workflow, business process analysis, business process re-engineering, analytics and monitoring with at least 3 clients.
- The consulting firm will assign a project manager / team leader to coordinate the required work at STZA. The team leader will have minimum ten years of IT assessments and implementation experience, particularly in government or large organizations.
- Local and international firms must have an office in Pakistan.
- Have staff with minimum five years of experience in all relevant areas: ICT, business strategy, process reengineering and enterprise software applications
- Experience in developing IT Enterprise Architecture & Information Security with at least 3 clients.

### **KEY DELIVERABLES AND PROPOSED TIMELINE**

<b>SN</b>	<b>Deliverable (Proposed)</b>	<b>Timeline (expected dates)</b>
1	Project Scoping Document	Within 1 weeks of on-boarding
2	Detailed Project Plan	Within 2 weeks of on-boarding
3	Current State Assessment Report Situation Analysis to assess the state of readiness of the OGAs (other government agencies) that will be connected to the STZA One Window;	Within 4 weeks of on-boarding
4	Digital, IT and Information Security Strategy <ul style="list-style-type: none"> <li>- Technology Org Chart</li> <li>- IT Services and Operations Management Framework</li> <li>- Implementation roadmap for OWP</li> <li>- Proposed Technology Landscape</li> </ul>	Within 6 weeks of on-boarding

	<ul style="list-style-type: none"> <li>- IS Strategy</li> <li>- Integration Management Strategy</li> <li>- Release Management Strategy</li> <li>- Cloud Computing Recommendations</li> </ul>	
5	<p>Business Process Re-engineering Report</p> <ul style="list-style-type: none"> <li>- BPR methodology</li> <li>- To-Be Model and Documents including 'business process maps' as per the applicable legal framework, transaction volume and completion times for every stakeholder associated directly or indirectly for the public sector organizations listed above</li> <li>- Estimated time and cost savings per OGA</li> <li>- Harmonization and standardization of data elements</li> </ul>	Within 8 weeks of on-boarding
6	RFP for the Implementation of One Window Portal	Within 10 weeks of on-boarding
7	RFP for setup of internal IT infrastructure for STZA	Within 10 weeks of on-boarding
8	Technical evaluation of vendors for One Window Portal	Within 12 weeks of on-boarding
9	Technical evaluation of vendors for IT infrastructure for STZA	Within 12 weeks of on-boarding
10	Submission of Final Report	Within 12 weeks of on-boarding

**BASE OF OPERATIONS:**

Islamabad, Pakistan. Travel may be required across Pakistan, specifically in provincial capitals to visit associated regulators.

**REPORTING:**

The consultant will report to the Executive Director (Government & Regulatory Affairs).

**ESTIMATED COMPLETION TIME:**

The entire exercise shall be completed within 12 weeks from the start of the contract period.

**TERMS OF PAYMENT:**

Payment will only be based on the submission & approval of each deliverable mentioned above from the STZA.

## ANNEXURE - B

### TECHNICAL EVALUATION CRITERIA

STZA shall evaluate the technical capabilities of the proposals received, applying the evaluation criteria specified hereunder. Each proposal that receives more than 70 total scores will be sent for a Financial Evaluation.

The evaluation criteria, relevant sub-criteria, and point system to be used to evaluate the technical proposals shall be:

#### Technical Proposal (70 out of the total score of 100)

Evaluation Criteria	Scoring	Total Score
<b>Experience of firm in executing similar projects (TOTAL 45)</b>		
1 - List of similar projects executed with details	3 points per project	15
2 - Minimum 3 <i>references</i> of the relevant clients (with details of the project) [ <i>reference format provided in Annexure E</i> ]	5 points per project	15
3 - Nature of the exact work carried out and outcomes achieved in each of the 3 projects (in similar projects)	5 points per project	15
<b>Experience of resources in working on similar projects (TOTAL 15)</b>		
1 - Resource plan (on-site project team) with names and time allocation throughout the project time	5	5
2 - Experience and contribution of the resources (on ground) in similar projects (Please provide details)	10	10
<b>Understanding of the Project (TOTAL 20)</b>		
1 – Quality of proposed methodology and approach	-	-
2 - Timelines and high-level delivery milestones	-	-
3 - Quality of resources and allocation plan for both fulltime on-ground and other functional experts	-	-
4 - Quality of Change Management approach	-	-
5 - Quality of Change Management approach	-	-
6 – Quality of communication / risk management approach	-	-
7 – Quality of ‘What does impact / success look like and how will the firm deliver on it’	-	-
8 – Quality of ‘Defining KPIs, benchmarking and impact measurement from the project’	-	-
9 – Quality of proposed outcomes	-	-
<b>Experience of Staff (TOTAL 20)</b>		
1 – Staff with minimum five years of experience in all relevant areas like IT & IS strategy, business process	-	10

reengineering, data centre, network, systems engineering, data analytics, ERP, data lake, analytics, database management, information/cyber security, enterprise architecture etc. (CV's) [CV format provided in Annexure D]		
2 – Project manager / team leader to coordinate the required work at STZA. The team leader will have a minimum ten years of IT assessments and systems implementation experience, preferably in government or large organizations.	10	10

**Minimum qualification score to be eligible for financial proposal opening:**

**\*Bidders must provide documentary evidence of all claims to qualification**

**Firms scoring at least 70 out of the total 100 (technical score) will be eligible for financial evaluation. Technical scores will not be considered as part of the Final Score, which will only be based on financial evaluation.**

**Technical Proposal should include the following at the minimum:**

1. Experience of the firm in executing similar projects
  - a. List of 5 similar projects executed with details
  - b. Minimum 3 client references of similar projects (with details of the project)
2.
  - a. Provide details of experience of resources in working on similar projects
  - a. Resource plan (on-site project team) with names and time allocation throughout the project time
  - b. Experience and contribution of the resources (on ground) in similar projects (Please provide details)
3. Document showcasing understanding of the Project
  - a. Proposed methodology and approach
  - b. Timelines and high-level delivery milestones
  - c. Resources and allocation plan for both full time on-ground and other functional experts
  - d. Proposed outcomes

## ANNEXURE - C

### CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL

#### **Correction of Errors**

Proposal determined to be substantially responsive shall be checked by STZA for any arithmetical errors. Errors shall be corrected by STZA as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

The amount stated in the proposal shall be adjusted by in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the proposal shall be rejected.

#### **Financial Evaluation Criteria**

Bid(s) found in compliance with mandatory requirements and quoting lowest rates shall be selected.

#### **Award Criteria**

STZA shall award the contract to the bidder whose proposal has been determined to be substantially responsive to the RFP and which has met the minimum technical criteria and qualified on a least cost basis, and is most advantageous to STZA.

#### **Financial Proposal Submission Form**

1. M/s. \_\_\_\_\_, hereby submits financial proposal, against Invitation to Bid for **HIRING OF CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE WINDOW PORTAL**”, Tender Identification Number: TENDER#03/21-22
2. Bidder shall quote in following manner:
  - a. a. Consultancy Services Charges i.e. cost inclusive of applicable taxes and any other cost involved therein. Rs. \_\_\_\_\_
  - b. b. Amount of Bid Security Rs. 400,000 - \_\_\_\_\_

**We hereby declare and confirm that**

**(1) Quoted prices/charges are inclusive of all costs and applicable taxes.**

**(2) STZA reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.**

**Signature**

\_\_\_\_\_

**Name with Official Stamp**

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**Date**

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**ANNEXURE - D**

**CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS  
PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE  
WINDOW PORTAL**

**RESUME FORMAT**

<b>Name of Personnel:</b>	
<b>Title:</b>	
<b>Years with Firm:</b>	<b>Country/City of Residency:</b>
<b><u>Education/Qualifications:</u></b> (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees, certification, professional qualifications obtained.)	
<b><u>Employment Record:</u></b> (Starting with present position, list in reverse order, relevant employment experience, give dates, names of employing organization, title of positions held and location of employment.)	
<b><u>Experience:</u></b> (For experience in last five (5) years, detail the types of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.)	

I, the undersigned, certify to the best of my knowledge and belief, this bio data is accurate and confirms my availability.

\_\_\_\_\_  
Signature of Personnel or Bidder's Representative  
Day/Year)

\_\_\_\_\_  
Date (Month/

**ANNEXURE - E**

**CONSULTANCY SERVICES FOR STZA TECHNOLOGY ESTABLISHMENT AND BUSINESS  
PROCESS ANALYSIS AND RE-ENGINEERING FOR THE IMPLEMENTATION OF STZA ONE  
WINDOW PORTAL**

**REFERENCE FORMAT**

**Name of Bidder:** \_\_\_\_\_

Name of Organization and Address:	
Name and Title of Point of Contact: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location of where project services were performed:	
Reasons for Termination (if applicable):	
Description of Services and their relevance to the requirements under this RFP:	



## ANNEXURE – F

### SAMPLE CONSULTANCY AGREEMENT

("This contract is indicative only and provided for reference. The contract to be signed by the winning bidder may vary from this and will be in accordance with industry norms")

This Consultancy Agreement (the "Agreement") is made and entered into this [insert date] (the "Effective Date") by and between the Special Technology Zones Authority (STZA) with its principal place of business located at NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad (the "STZA") and [insert name] with its principal place of business located at [insert address] (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the STZA's current mandate includes the following:

1. Regulation of corporate sector and capital market;
2. Supervision and regulation of insurance companies;
3. Supervision and regulation non-banking finance companies and private pensions schemes;  
and
4. Oversight of various external service providers to the corporate and financial sectors, including chartered accountants, credit rating agencies, corporate secretaries, brokers, and surveyors etc.

WHEREAS, the Consultant has expertise in the area of **[Consultancy Services for preparation of RFP for Business Process Automation]**;

WHEREAS, the STZA desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the STZA;

NOW, THEREFORE, the Parties hereby agree as follows:

#### **1. Engagement and Services**

(a) **Engagement.** The STZA hereby engages the Consultant to provide and perform the services set forth in the 'TORs' attached as titled '**Consultancy Services for preparation of RFP for Business Process Automation**' attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

(b) **Standard of Services.** All Services to be provided by Consultant shall be performed with promptness and diligence in a workman like manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The STZA shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) **Tools, Instruments and Equipment.** Consultant shall provide Consultant's own tools, instruments, equipment, and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the STZA that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

## **2. Consultancy Period**

(a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in **TORs** (the "Consultancy Period").

(b) Termination. This Agreement may be terminated by the STZA, without cause and without liability, by giving [insert number in words] ([insert number]) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving [insert number in words] ([insert number]) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include:

1. any violation of the terms of **TORs**;
2. any other breach that a Party has failed to cure within [insert number in words] ([insert number]) calendar days after receipt of written notice by the other Party;
3. the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services;
4. an act of gross negligence or wilful misconduct of a Party; and
5. the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

## **3. Consultancy Fee**

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the STZA shall pay Consultant a Consultancy fee at the rates and payable at the time of agreement and is referred as (the "Consultancy Fee").

(c) Payment. The Consultant shall submit to the STZA invoice(s) detailing the Services performed and the amount due. All such invoices shall be due and payable within [insert number in words] ([insert number]) calendar days after receipt thereof by the STZA, in accordance to the agreed payment terms.

## **4. Work Product and License**

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to STZA all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the STZA and Consultant will not have any rights of any kind whatsoever in such Work Product.

Consultant agrees, at the request and cost of the STZA, to promptly sign, execute, make and do all such deeds, documents, acts and things as the STZA may reasonably require or desire to perfect the STZA's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the STZA's prior written consent. All Work Product shall be promptly communicated to the STZA.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the STZA is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that STZA deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

## **5. Confidential Information**

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the STZA's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by the STZA either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

1. is in or comes into the public domain without breach of this Agreement by the Consultant;
2. was in the possession of the Consultant prior to receipt from the STZA and was not acquired by the Consultant from the STZA under an obligation of confidentiality or non-use;
3. is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the STZA; or
4. is independently developed by the Consultant without use of any Confidential Information of the STZA.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the STZA, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon STZA's earlier request, Consultant will deliver to STZA all of STZA's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

## **6. Interference with Business**

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the STZA without obtaining the prior written consent of the STZA.

(b) Non-Solicitation. Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

1. divert or attempt to divert from the STZA any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers; or
2. employ, solicit for employment, or recommend for employment any person employed by the STZA, during the Consultancy Period and for a period of one (1) year thereafter.

## **7. Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the STZA. The Consultant shall have no right to receive any employee benefits provided by the STZA to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the STZA in respect of any obligation that may be imposed on the STZA to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the STZA as its agent or to make commitments on behalf of the STZA.

## **9. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of [insert number in words] ([insert number]) calendar days, either Party shall have the right to terminate this Agreement upon [insert number in words] ([insert number]) calendar days' prior written notice to the other Party.

## **9. Non-Publicity**

Each of STZA and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:

1. to its advisors, attorneys or auditors who have a need to know such information;
2. as required by law or court order; and
3. as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

**10. Assignment**

The Services to be performed by Consultant hereunder are personal in nature, and the STZA has engaged Consultant as a result of Consultant’s expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the STZA’s prior written consent. Nothing in this Agreement shall prevent the assignment by the STZA of this Agreement or any right, duty or obligation hereunder to any third party.

**11. Injunctive Relief**

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the STZA for which money damages would be inadequate. Therefore, the STZA will be entitled to injunctive relief for Consultant’s breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

**12. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of Pakistan, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the [insert “exclusive” or “non-exclusive”] jurisdiction and venue in the courts of [insert name of courts] in the city of [insert name of city].

**13. General**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

**14. Survival of Provisions**

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 9 and 14 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

Signed for and on behalf of

## ANNEXURE – G

### SAMPLE NDA AGREEMENT

SPECIAL TECHNOLOGY ZONES AUTHORITY  
CABINET DIVISION  
GOVERNMENT OF PAKISTAN

#### Sample Non-Disclosure Agreement

This agreement is made the on <Date> between:

(1) The Special Technology Zones Authority (STZA), State Life Building, Jinnah Avenue, Blue Area,

Islamabad and

(2) <Company Name>, <Company Address>

#### **Background:**

STZA has requested for tenders to “Hiring of Consultancy Services for Preparation of RFP for Business Process Automation” through a single stage two envelope tender process. Bidders require that they be allowed to view information to enable them to enable them to carry out the work.

#### **It is agreed that:**

In consideration for the mutual disclosures, the Parties agree to the terms of this Non-Disclosure Agreement:

1. "Information" means all information, data, ideas, innovations or material disclosed by any of the Parties relating to the project, whether or not marked or designated as confidential, including, but not limited ISTZ's information to business plans, business proposals, projects, financial information, customer/company lists, prospective customers, technical proposals, product descriptions, hardware specifications, software licenses, software in both source and object code, computer outputs, computer interfaces, application programme interfaces, computer calls, flow charts, data, drawings and know-how.

#### **Each Party's Obligations:**

2. Each Party will:

1. keep the Information disclosed to it by any disclosing Party confidential and secure, and in addition apply the same degree of care and the same controls which that Party applies to his or its own trade secrets.
2. use or make copies of the Information disclosed to it solely to assess the Opportunities and Technologies. Any such copies shall remain the property of the disclosing Party and be distributed or otherwise be made

available internally within the receiving Parties strictly on least privileges and need to know basis.

3. give immediate notice to the disclosing Party if a receiving Party knows of or suspects that there has been any unauthorized use or disclosure of Information arising through a failure by a Party to keep the Information confidential.

**Publicity:**

3. No receiving Party will without the prior consent in writing of the disclosing Party either release any press statement or issue any other publicity regarding the existence, scope, objective, conduct, performance or results of any proposed or actual contract between any of the Parties.
4. Receiving Party will never market this product and STZA will never endorse the same.

**Exclusions:**

5. The provisions of this Agreement shall not apply to Information:
  1. which a receiving Party can prove to the reasonable satisfaction of the disclosing Party was lawfully in his or its possession at the time of disclosure and was not acquired either directly or indirectly from the disclosing Party; or
  2. which is lawfully generally known (other than due to the negligent act or omission of Parties or his breach of this Agreement); or
  3. which the receiving Party obtained from a third party which was entitled to disclose that Information to the receiving Party without any restriction.

**Various Obligations:**

6. Each receiving Party agrees that he or it shall not acquire any right in or title to or licence in respect of the Information disclosed to it or any intellectual property rights embodied in the Information. The rights provided to the Parties under this Agreement are personal to the Parties and shall not be assigned or transferred to any other party whatsoever.
7. The obligations under this Agreement shall continue as regards any item of Information until it is lawfully generally known or is otherwise not subject to the provisions of this Agreement, to a maximum term of five years from the date of this Agreement.
8. On the written request of a disclosing Party at any time, each receiving Party agrees to:
  1. promptly return or procure the return of or destroy (at the disclosing Party's option) all or some (as the disclosing Party may direct) of the originals and copies of the Information under his or its care or control and
  2. confirm in writing that this has been done and that no Information or copies exist under the receiving Party's care or control and
  3. not use the Information for any other purpose whatsoever.
9. Nothing in this Agreement prevents disclosure of the Information to any persons or bodies having a legal right or duty to have access to or knowledge of the Information.
10. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous agreements between, or undertakings by the parties with regard to such subject matter. This Agreement cannot be changed except by written agreement between the parties.

11. This Agreement is governed by Pakistani law and the parties submit to the jurisdiction of the Pakistani Courts.

**Signed for and on behalf of**  
Special Technology Zones Authority:

**Signed for and on behalf M/S** <Company  
Name>, <Company Address>:

Name:  
Designation: HoD (Admin)

Name:  
Designation:

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**Witness No. 1:**

Name:  
Address:  
CNIC  
No.:

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**Witness No. 2:**

Name:  
Address:  
CNIC  
No.:

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