



SPECIAL TECHNOLOGY ZONES AUTHORITY

STZA, an autonomous body established under the Special Technology Zones Authority Ordinance 2020 invites Request for Proposal (RFP) from firms who are on the Active Taxpayers List of the Federal Board of Revenue to purchase laptops and desktop computers. The method of selection will be Quality and Cost Basis.

PURCHASE OF LAPTOPS & DESKTOP COMPUTERS FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

Bidders can submit their bid against any of the above listed item. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from <https://www.stza.gov.pk/procurement/>

The request for proposal, prepared in accordance with the instructions in the RFP documents, must reach at STZA, Prime Minister's Office, Constitution Avenue, G-5, Islamabad on 1100 hrs. on or before 15 September, 2021. The RFP will be opened on the same date September 15, 2021 at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Director Admin & Security
Usman Tahir
Usman.tahir@stza.gov.pk

446- A, Prime Minister Office, Constitution Avenue
G-5, Islamabad



**REQUEST FOR PROPOSALS FOR
PURCHASE OF LAPTOPS & DESKTOP COMPUTERS
FOR SPECIAL TECHNOLOGY ZONES AUTHORITY**

Terms and Conditions for Bids and Bidders

1. The Procurement Agency is:

Special Technology Zones Authority

446- A, Prime Minister Office, Constitution Avenue
G-5, Islamabad.

2. The Special Technology Zones Authority of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Purchase of AIO (All-In-One) Desktop Computers & Laptops

through

SINGLE STAGE TWO ENVELOP METHOD.

3. Bids shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters.
4. The Bid Bond to be enclosed sealed and labelled as **“BID BOND”**, and should be with the technical bid envelop.
5. **BID Bond should not be placed within the envelope of financial bid/proposal.**
6. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** and **Bid Bond** shall be retained.
7. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
8. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order or demand draft in favor of Special Technology Zones Authority.
9. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.
10. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
11. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
12. After selection if any supplier is not available on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.

14. 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/>
15. STZA reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
16. The bid validity period shall be 150 days.
17. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the STZA, Islamabad.
18. The language of the bid is English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
21. The rates must be quoted strictly in accordance with our documents and Annex(s).
22. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
23. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
24. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
- 25. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated/most advantageous bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**
26. 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 service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder.
27. Selected service provider/supplier will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder. In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Authority.
28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.

30. Bidder must submit following undertaking (on stamp paper of Rs.100/letter head), failing which the bid shall be rejected.
- a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and, in that case, legal action is liable on that bidder.
 - b) Affidavit that the bidder has never been blacklisted by any National/International organizations.

Note: In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

31. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad.
32. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
33. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
34. The quantities required may increase/decrease according to STZA requirement.
35. The end user License, end user warranties and end user support services will be in the name of STZA for all equipment and software loaded on the equipment delivered.
36. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
37. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
38. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
39. **Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.**
40. **Sealed bids may be dropped in the tender drop box placed at 446-A, 4th floor, Prime Minister Office, Constitution Avenue, Islamabad**
41. Clarification if any on the requirements may be obtained from:
 - o usman.tahir@stza.gov.pk
42. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

Successful bidder shall deposit Performance Guarantee i.e. Pay order/ Demand draft, equivalent to 10% of the value of Contract/ Purchase Order (PO) at the time of issuance of PO. Bid security of successful bidder will be released after submission of Performance Guarantee i.e. Pay order/ Demand draft, equivalent to 10% of the value of Contract/ Purchase Order. The Performance Guarantee will be released after successful completion of the warranty period and verification/ confirmation by IT Dept.

43. During the retention period the bid bond/ security, no interest / markup will be provided on this amount by Authority to bidder at the time of refund/ release of bid bond/ security.
44. Successful bidders shall be bound to provide the required items 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.
45. In case 1st lowest evaluated/most advantageous bidder is unable to supply ordered items then the Authority reserve the right to award the contract to 2nd lowest evaluated/most advantageous bidder. In case 2nd lowest evaluated/most advantageous bidder is unable to supply ordered items then the Authority reserve the right to award the contract to 3rd lowest evaluated/most advantageous bidder.
46. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Authority.
47. The Authority reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
48. The bids received after the due date and time will not be entertained.
49. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
50. The place of bid destination is:

Special Technology Zones Authority

446- A, Prime Minister Office, Constitution Avenue
G-5, Islamabad.

51. The envelopes shall bear the following additional identification marks:

Bid for: **Purchase of Laptop and Desktop Computers**
Bidder Name: XYZ
Attention: Mr. Usman Tahir
 Director, Admin & Security, 4th Floor,
 446- A, Prime Minister Office,
 Constitution Avenue G-5, Islamabad.

52. The deadline for the submission of bids is:

Date: 15th September, 2021

Time: 1100 Hrs

53. The bid opening shall take place at

**446- A, Prime Minister Office,
Constitution Avenue G-5, Islamabad.**

Date: 15th September, 2021
Time: 1130 Hrs.

A statement “Not to be opened before 1130 Hrs on September 15, 2021” shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- | | |
|---|------------------|
| 1. Terms of Reference/Technical Specifications | Annex “A” |
| 2. Evaluation Criteria | Annex “B” |
| 3. Format for Financial Bid | Annex “C” |
| 4. Documentary Evidence Form | Annex “D” |

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

TERMS OF REFERENCE

SR	REQUIREMENT	QUANTITY
1.	AIO (All-In-One) Desktop Computers	15
1.	Laptops 14" Screen	40
2.	Laptops 15.6" Screen	10

DELIVERY INFORMATION

To be delivered at STZA Office at Prime Minister Office, Islamabad

TECHNICAL SPECIFICATIONS FOR LAPTOPs

SR	ATTRIBUTE	SPECIFICATION
1.	Partnership Level	Authorized Tier-1 & Authorized Service Provider (ASP) with quoted hardware
2.	Geographical Presence	ISB, RWP
3.	Relevant Experience	Minimum 03 years (work order proofs)
4.	Operating System	Windows 10 Pro
5.	Laptop Series	Business/ Professional
7.	Processor Generation	11 th Generation or above
8.	Processor Specifications	Core i5, 8MB cache, 2.4 GHz Base up to 4.2GHz Turbo (Or better)
9.	Memory	Single DIMM 8GB DDR4 latest specs/ speed (3200 or more) - Upgradable to 32GB
10.	Hard Disk	512GB PCIe NVMe internal SSD
11.	Display	Full HD (1920x1080), Antiglare
12.	Graphics	Integrated UHD
14.	Sound	Integrated, Headphone/ Microphone Combo Jack
15.	Camera	Integrated HD, minimum 720p
16.	Keyboard	Universal English, LED backlit, Spill resistant
17.	Fingerprint Reader	Integrated
18.	Interfaces	Minimum 2x USB, 1x HDMI, Integrated, 1x AC power,
20.	Carrying Case Type	Included (Genuine / Branded)
22.	Warranty	01 year standard onsite

TECHNICAL SPECIFICATIONS FOR DESKTOP

SR	ATTRIBUTE	SPECIFICAT ION
1.	Partnership Level	Authorized Tier-1 and Authorized Service Provider (ASP)
2.	Geographical Presence	ISB, RWP
3.	Relevant Experience	Minimum 03 years (Please provide work order proofs)
4.	Operating System	Windows 10 Professional
5.	Desktop Series	Business/ Professional
6.	Form Factor	All in One (AIO)
7.	Processor Generation	11th Generation or above
8.	Processor Specifications	Core i5, 6C/12T/12MB, 3.0GHz base up to 4.5GHz Turbo(Or better)
9.	Memory	Single DIMM 8GB DDR4 latest specs/ speed (2666 or more) - Upgradable to 16GB
10.	Hard Disk	512GB PCIe NVMe – M2 Internal SSD
11.	Display	23 inches or more, Full HD (1920x1080), Antiglare
12.	Graphics	Integrated UHD
13.	Wireless	802.11ax (Wi-Fi 6), 2x2 MU-MIMO
14.	Sound	Integrated, 3.5 mm audio/ combo jack
15.	Camera	Integrated HD, minimum 720p
16.	Keyboard	Included (Wired), Universal English
17.	Mouse	Included (Wired), Optical
18.	Interfaces	Minimum 1x USB2.0 ports, 4x USB3.1, 1x HDMI Integrated GbE
19.	Warranty	01 year standard onsite

Annex – “B”

TECHNICAL EVALUATION CRITERIA

SR	ATTRIBUTE	SPECIFICATION	WEIGHTAGE
1.	Partnership Level	Authorized Service Provider (ASP) and Manufacturing Authorization Letter (MAL) from the Principal	MUST
		Authorized Tier-1 partner (Principal Letter/ Certificate)	MUST
2.	Geographical Presence	ISB	MUST
3.	Relevant Experience	Minimum 03 years (work order proofs)	MUST
4.	Operating System	Free DOS (Without Operating System)	MUST
5.	Desktop Series	Business/ Professional	MUST
6.	Form Factor	All in One (AIO)	MUST
7.	Processor Generation	10th Generation or above	MUST
8.	Processor Specifications	Core i5, 6C/12T/12MB, 3.0GHz base up to 4.5GHz Turbo (Or better)	MUST
9.	Memory	Single DIMM 8GB DDR4 latest specs/ speed (2666 or more) - Upgradable to 16GB	MUST
10.	Hard Disk	512GB PCIe NVMe – M2 Internal SSD	MUST
11.	Display	23 inches or more, Full HD (1920x1080), Antiglare	MUST
12.	Graphics	Integrated UHD	MUST
13.	Wireless	802.11ax (Wi-Fi 6), 2x2 MU-MIMO	MUST
14.	Sound	Integrated, 3.5 mm audio/ combo jack	MUST
15.	Camera	Integrated HD, minimum 720p	MUST
16.	Keyboard	Included (Wired), Universal English	MUST
17.	Mouse	Included (Wired), Optical	MUST
18.	Interfaces	Minimum 1x USB2.0 ports, 4x USB3.1, 1x HDMI Integrated GbE	MUST
19.	Warranty	01 year standard onsite	MUST

NOTE:

1. The bidders MUST submit a compliance sheet against all requirements mentioned in the technical evaluation criteria.

2. Bids NOT in compliance with must items in the evaluation criteria will NOT be evaluated.
3. The quantity and location of delivery will be communicated to the successful bidder with the purchase order.

FORMAT FOR TECHNICAL COMPLIANCE SHEET

SR	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)

Annex – “C”

FORMAT FOR FINANCIAL BID ONLY

S#	Quoted Item (Brand, Model etc.)	Unit Price with all applicable taxes	Total Price with all applicable taxes
1.			

NOTE: Bid found in compliance of the mandatory requirements in technical evaluation and quoting lowestprice shall be selected.
Quoting lowestprice shall be selected.

Annex “D”

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S #	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 150 days (As applicable)			
8	Original Bidding documents duly Signed/ stamped			
9	Contact Number and Email Address.			

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, if any, Schedule of Prices and Addenda Nos.
_____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached here to form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name:

Address:

SAMPLE CONTRACT (INDICATIVE ONLY)

Private and confidential

Our Ref.: Engagement Letter

SAN:

Contact:

Client Name

Client Address

Attention: Mr. -

XX July 2021

Dear Sirs,

Engagement Letter

This engagement Letter (“Letter”) sets out the terms and conditions of review and ancillary services set out more specifically below (the ‘**Services**’) which [FIRM] (“**We** or **FIRM**”) agree to provide to the Special Technology Zone Authority (the “**Client**”) for the purposes of carrying assisting the Client in the evaluation of Zone Developer and Zone Enterprise applications and any other ancillary services.

The Services to be provided by FIRM to the Client under this Letter include:

- i. Evaluation of the applicant’s:
 - a. Market demand assessment;
 - b. Assessment of the market price for land and land pricing strategy;
 - c. Economic impact analysis including estimates for import substitution, R&D, export generation and any other benefits in line with Authority’s mandate;
 - d. Financing plan of the applicant and its adequacy and commitment;
 - e. Any other relevant information.
- ii. Financial model including revenues and costs along with sensitivity analysis

- iii. Any other service ancillary to financial evaluation of a Zone Developer or Zone Enterprise application.

Any work already performed in connection with this Letter before the date of signing of this Letter will also be governed by the terms and conditions of this Letter.

Your agreement to the terms of this Letter is on behalf of the Client.

1. Professional Standards

We will provide the Services in accordance with the principles of independence, integrity, objectivity, professional competence and due care, confidentiality, professional behavior, and technical standards as defined under the International Standard on Assurance Engagement (“ISAE”) as endorsed in Pakistan.

2. Scope of work

Evaluation

Our function in assisting the Client in evaluating application is to conduct review with the objective of expressing an opinion on the financial projections, feasibility and other related information related to the application to the Client. This entails that prospective financial information is properly prepared by applicant management from management’s assumptions, focus on the extent to which those areas that are particularly sensitive to variation, interrelationship of other components in the financial statements (if applicable) and other procedures necessary to enable the auditors to issue report under relevant ISAEs and applicable regulations and manuals of STZA.

An evaluation involves performing procedures to obtain evidence about the amounts and disclosures in the application. The procedures selected depend on our best judgment, including the assessment of the risks of material misstatement of the application, whether due to fraud or error. An evaluation also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the application.

At the conclusion of our evaluation, we will express an opinion as to whether anything has come to our attention that causes us to believe that these assumptions do not provide a reasonable basis for the forecast. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our report.

3. Independence

If we begin performing services for you and subsequently identify circumstances which may prejudice our independence in relation to that or other work we perform for you, your subsidiaries or any affiliate within your client structure, we may need to cease work on the engagement. Where this occurs, we will immediately inform you, and we will seek to resolve the situation as quickly as possible and will seek a solution that allows us to continue with the engagement. In the event that we consider the situation cannot be resolved, we will send written notice to Client

to resolve the potential situation and if not resolved within a reasonable period, then both parties shall meet and agree whether to continue or terminate the engagement.

4. Use of Electronic mail

This letter shall serve as a mutual authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between FIRM and the Client and between FIRM and outside specialists or other entities engaged by either FIRM or the Client, where applicable. We and the Client acknowledge that e-mail travels over the public internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of FIRM or the Client as relevant. However, FIRM and the Client shall use reasonable efforts to protect the confidentiality of all the confidential information.

Any electronically transmitted advice or opinion should not be relied upon unless it is subsequently coned by letter signed by a partner or an authorized signatory of FIRM.

6. Timing

We shall discuss and agree the deadlines with you in line with your requirements and expectations and local regulations. Provided no unforeseen major problems are encountered, we expect to be able to deliver our reports as set out in "Deliverables" below within the deadlines agreed with you. We will inform you immediately of any circumstances we encounter which indicate the likelihood of significant delays to enable corrective measures to be taken.

7. Engagement Team

[INSERT]

8. Deliverables

Our primary deliverables shall be:

- Opinion Report

9. Fees

For the Services, we will bill the following amount _____ per hour inclusive of all and any taxes with total.

10. Terms of Business

We accept this engagement on the basis that our General Terms of Business (to be added), as set out in Appendix III (if any), will apply to this work and govern our relationship with you. Any other work associated with or incidental to the Services which may at our discretion or on request be performed will be supplied under our General Terms.

11. Governing Law and Jurisdiction

This engagement shall be governed by and construed in accordance with the laws of Pakistan. The Courts of Pakistan shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement and any matters arising from it.

12. Entire Agreement and Provision for Modifications

This engagement letter, together with the any General Terms of Business as customary for such engagements, forms the entire agreement and understanding between us with respect to this engagement. It supersedes all previous arrangements and understandings between us with respect to this engagement, which shall cease to have any further force or effect. For the avoidance of doubt, the terms of this letter shall apply to any work already performed in connection with this engagement prior to the date of countersignature of this letter. Any variation to the terms of this letter shall be made in writing and will not be effective unless signed by a duly authorized representative of FIRM and by a duly authorized representative of the Client. In case of conflict between this engagement letter and General Terms of Business, this engagement letter shall prevail.

13. Severability

Each term of this engagement letter constitutes a separate and independent provision. If any of the provisions of this letter are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

14. Service Delivery

We will seek to ensure that our service is satisfactory at all times. If at any time you would like to discuss with us how the services can be improved or if you are dissatisfied with them, you are invited to contact the partner, director or manager, as the case may be, identified under the engagement team section

We appreciate the opportunity of continuing to be of service to the Client and we assure our commitment to provide you with quality services in an efficient and timely manner.

Yours faithfully,

FIRM

Acknowledgement and acceptance on behalf of the Client:

I con the above terms of the audit and review engagement for and on behalf of *Client* and its Subsidiaries:

Authorized signatory: _____

Name:

Position:

Date: _____

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 to 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 programmed 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 license 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:

Name:

Designation: HoD (Admin)

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

Name:

Designation:

Witness No. 1:

Name: Address:

CNIC

No.:

Witness No. 2:

Name: Address:

CNIC

No.:
