



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. The method of selection will be Quality and Cost Basis.

**REQUEST FOR PROPOSAL
FOR
NETWORK EQUIPMENT AND SERVICES
FOR SPECIAL TECHNOLOGY ZONES AUTHORITY**

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, 16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad on 11:00 hrs. on or before 29 November 2021. The RFP will be opened on the same date at 11:30 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Chairman RFP Committee
Usman.tahir@stza.gov.pk

Special Technology Zone Authority
16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

Terms and Conditions for Bids and Bidders

1. **The Procurement Agency is:**

**Special Technology Zone Authority
16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad.**

2. The Special Technology Zones Authority of Pakistan invites sealed bids from the dealers/distributors/partners/service providers/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) Brand New Network Equipment

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 until 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. 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

30. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad.
 31. All software-based items contain installation and configuration is responsibility of the supplier (if support is not provided by the principal).
 32. Required network hardware license and support should have validity of 1 year
 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. 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.
 37. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
 38. Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.
 39. **Sealed bids may be courier to Chairman RFP Committee, Special Technology Zones Authority 16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad.**
- Phone No. 051- 9213881**
40. Clarification if any on the requirements may be obtained from:
usman.tahir@stza.gov.pk
 41. 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.

42. 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.
43. Ideal time to provide equipment and services is 6-8 weeks. 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.
44. 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.
45. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Authority.
46. 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.
47. The bids received after the due date and time will not be entertained.
48. 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.
49. The place of bid destination is:

Chairman RFP Committee
Network Equipment and Services
Special Technology Zones Authority
16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad.
Phone No. 051- 9213881
Email: info@stza.gov.pk

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

Bid for: **Purchase of Network Equipment and Services**
Bidder Name: XYZ
Attention: Mr. Chairman RFP Committee
Special Technology Zones Authority
16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

51. The deadline for the submission of bids is:

Date: 29th November 2021

Time: 11:00 AM

52. The bid opening shall take place at

Special Technology Zones Authority
16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad.

Date: 29th November 2021

Time: 11:30 AM

A statement “Not to be opened before 11:30 Hrs. on November 29, 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	Next Gen Firewall	01
2	24 Port POE L2 Manageable Switch	08
3	24 Port non-POE L2 Manageable Switch	06
4	Wireless Access Points	15
5	Wireless LAN Controller (Software License and machine)	01
6	1G Single mode SFPs Pairs	02
7	Ethernet Patch Panel	14
8	Fiber/Ethernet Cable/ODFs	As required
9	Network Racks 22U	03
10	8-Port PDU	04
11	Cable Manager	14
12	Deployment, Service Commissioning and Post deployment support	(01) Job
13	IP Phones	60
14	Cloud PBX	01

DELIVERY INFORMATION

To be configured, installed and deployed at **Special Technology Zone Authority** 16th, 17th & 18th Floor for full network coverage,
State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

TECHNICAL SPECIFICATIONS FOR NETWORK EQUIPMENTS

SR	ATTRIBUTE	SPECIFICATION
1.	Next Gen Firewall with 1 year License Subscription	<ul style="list-style-type: none">• FIREWALL 35,000 Mbps• NGFW 6,300 Mbps• THREAT PROTECTION 1,400 Mbps• Latency (64 BYTE UDP) 4 μs• ETHERNET INTERFACES (FIXED) 8 x GE copper 2 x SFP Fiber*• MANAGEMENT INTERFACES 1 x RJ45 MGMT 1 x COM RJ45 1 x COM Micro-USB• OTHER I/O INTERFACES 2 x USB 3.0 (front) 1 x USB 2.0 (rear)• Dual Power AC Supply• IPS 7,000 Mbps• TLS INSPECTION 1,450 MBPS <p>FIREWALL LICENSE</p> <ul style="list-style-type: none">• Purpose-built, streamlined user interface and firewall rule management for large rule sets with grouping with at-a-glance rule feature and enforcement indicators• Advanced troubleshooting tools in GUI (e.g., Packet Capture)• Role-based administration• Automated firmware update notification with easy automated update process and roll-back features• Central management• Stateful deep packet inspection firewall• Routing: static, multicast (PIM-SM), and dynamic (RIP, BGP, OSPF)• Country blocking by geo-IP• User, group, time, or network-based policies• Default zones for LAN, WAN, DMZ, LOCAL, VPN, and Wi-Fi• customizable NAT policies with IP masquerading and full object support to redirect or forward multiple services in a single rule with convenient NAT rule wizard to quickly and easily create complex NAT rules in just a few clicks• VLAN DHCP support and tagging• WAN link balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing, and granular multipath rules

		<ul style="list-style-type: none"> • Clientless VPN • Firewall Base License Networking, Wireless, unlimited Remote Access VPN, Site-to-Site VPN, Reporting • Network Protection Next-Gen Intrusion Prevention System (IPS), Security Heartbeat, Advanced Threat Protection, SD-WAN • Web Protection Internet policies for users and groups, application control and QoS, high-performance traffic scanning • Zero-Day Protection Cloud & AI-powered protection against ransomware and other known and unknown threats • Remote access VPN licenses along with 02 factor authentication via SMS/Email • Antivirus feature and protection • Email Antispam protection • SSL inspection • DNS Filter
2.	Layer 2 Manageable Switch POE Switch	<ul style="list-style-type: none"> • 4× gigabit PoE+ ports and 4× gigabit SFP Slots provide high-speed connections. • Web, CLI (Console Port, Telnet, SSH), SNMP, RMON, and Dual Image bring powerful management capabilities • 24× 802.3at/af-compliant PoE+ ports with a total power supply of 384 W*. • Switching Capacity 56 Gbps • Packet Forwarding Rate 41.66 Mpps • MAC Address Table 8K, PoE+ Ports: 24 Ports, up to 30 W • L2 and L2+ Features • IGMP v1/v2/v3 Snooping • Max 4K VLAN Groups 802.1q Tagged VLAN • ACLs, DoS Defend, Broadcast/Multicast/Unicast Storm Control • AAA (including TACACS+), 16 IPv4/IPv6 Interfaces, Static Routing, Batch Configuration, intelligent Network Monitoring, logs • Certification CE, FCC, RoHS • Operating Temperature: 0°C~45°C (32°F~113°F), Fan Quantity 02 • Mounting Rack Mountable

3.	Layer 2 Manageable Switch non-POE Switch	<ul style="list-style-type: none"> • 24x gigabit RJ45 ports and 4x gigabit SFP Slots provide high-speed connections • IP-MAC-Port Binding, ACL, Port Security, DoS Defend, Storm control, DHCP Snooping, 802.1X, Radius Authentication, and more • Optimize Voice and Video Applications: L2/L3/L4 QoS and IGMP snooping. • Web, CLI (Console Port, Telnet, SSH), SNMP, RMON, and Dual Image bring powerful management capabilities • Switching Capacity 56 Gbps • Packet Forwarding Rate 41.66 Mpps • MAC Address Table 8K • L2 and L2+ Features (Link Aggregation, Loop Protect, Mirroring) • IGMP v1/v2/v3 Snooping, • Max 4K VLAN Groups, 802.1q Tagged VLAN • ACLs, DoS Defend, Broadcast/Multicast/Unicast Storm Control • Certification CE, FCC, RoHS • Mounting Rack Mountable
4.	Wi-Fi Access Points	<ul style="list-style-type: none"> • Controller based Manageable Gigabit Dual Band Wireless access points • 2 x 10/100/1000 Ethernet Ports • 802.11 a/b/g/n/r/k/v/ac Wi-Fi Standards • 2.4 GHz/5GHz Speeds 450 Mbps/1300 Mbps • 802.3af PoE/802.3at PoE+ • 3x3 MIMO, Maximum TX Power 22dBm, Dual-Band Antennas, 2.4 GHz: 3 dBi, 5 GHz: 3 dBi, BSSID Up to 8 per Radio, CE, FCC, IC
5.	SFPs	<ul style="list-style-type: none"> • Branded 1G Single mode, Single strand SC/LC SFPs • 1310tx/1550 RX short range
6.	Wi-Fi Software Based Controller with one time license	<ul style="list-style-type: none"> • Software based wireless controller with installation on any physical machine • Centralized management, configuration, monitoring and troubleshooting of all access point, with logs and reporting • Site settings, admin loggings, information for APs, stations etc • Auto/manageable Alerts • Multiple SSIDs, VLAN tagging and user policy management • Load Balancing, roaming, legacy support, Rate Limit and Load Balance ensure the network stability and efficiency • Access Control and Rogue AP Detection protect the network from threats • Automatic Device Discovery, Batch Configuration Intelligent Network Monitoring • Cloud Access and L3 Management
7.	Fiber/Ethernet Cable	<ul style="list-style-type: none"> • Cat 6 Ethernet cable (as required) • Single mode fiber cable (as required)
8.	Network Rack	<ul style="list-style-type: none"> • 22 U, Floor Standing, with FANs, front glass door

9.	Patch-Panel	<ul style="list-style-type: none"> • 24-Port (Cat-6 UTP Patch-Panel Loaded)
10.	PDU	<ul style="list-style-type: none"> • 8 ports. Multi socket
11.	Cable Manager	<ul style="list-style-type: none"> • For Ethernet 24 port patch panel
12.	Deployment, Service Commissioning and Post deployment support	<ul style="list-style-type: none"> • Installation, deployment and service commissioning of above solution with 1 year dedicated support

13.	IP Phones	<ul style="list-style-type: none"> • Network interface (WAN Port 10/100Base-TX Ethernet with PoE support LAN Port 10/100Base-TX Ethernet) • Keypad Features (4 Soft keys for doing more functions, 8 DSS keys, 4 Navigator Keys and 1 ok key for navigating in configuration, Hold, Call forward, Three-partyA conference, Headset, redial (Redial and the entry to access call history; finish dialing and call the number), Speaker 12 numeric keys with star & pound key, Mute, Vol – / Vol + • LCD 2.8 inch Color LCD, Resolution: 320×240, TFT color LCD • IEEE802.3af POE Class 1 • SIP Cloud PBX support • Phone Features (Multi-user (4 SIP accounts), Call History: 100 Missed Calls, 100 Received Calls, 100 Dialed Calls, phone book (up to 500 contact names and phone numbers) • Incoming call indicator, Speed dial number, Password control for Configuration • Customize DSS key/ softkey • Voice Codec G.711a/u (64k bps), G.729A/B (8k bps) • Silence Suppression, Acoustic Echo Cancellation, Support HD voice • IP assignment: Static IP, DHCP and PPPoE • Supplementary Call Feature (Hold, wait, transfer, mute, auto answer, black list, auto hung up etc • Full range VLAN ID Support (voice vlan/data vlan) • Certifications CE Class B
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14.	Cloud PBX	<ul style="list-style-type: none"> • Cloud Based PBX with SIP support for Analogue and IP-Phones • Cartelized Management portal for authorization and authentication • 3-digit extension and 07 digit DID for outgoing and incoming calls • Extension to Extension Dialing • Call Recording • Call Forwarding • IVR Greeting • Live Call Monitoring • Call Queues & Ring Groups • User friendly Web based Management • No on-prem hardware requirement • CDRs (Web portal access with details of incoming/outgoing calls, duration, cost etc) • Conference Room Creation and management • DID routing • Extension Modification • IVR Tree Creation & Management • Should be monthly recurring based flexible subscription
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Annex – “B”

TECHNICAL EVALUATION CRITERIA

SR	ATTRIBUTE	SPECIFICATION	MAX Score
1.	Geographical Presense	ISB	MUST
2.	Relevant Experience	Past Experience in term of delivery & Installation /Service. Minimum 03 years (work order proofs)	MUST
3.	Warranty	01 year comprehensive warranty onsite	MUST
4.	Transfer Knowledge	Submission of training plan for STZA’s designated staff	MUST
5.	Financial Position	Annual turnover +50 mill	MUST
6.	Technical Specifications	Proposed Hardware Technical Specifications	MUST
7.	Quoted brand Certification	Quoted Brand must have valid ISO Certification	MUST
8.	Genuine Product	Quoted product must be Latest / Brand New / Continue and shown on Manufacturer’s Official Website to ensure the product is genuine available with OEM / Principal.	MUST
09.	Technical Staff	Technical Staff Engineers + Technicians Qualifications and Experience	MUST
10.	Gartner Magic Quadrant	The quoted products principal of NGFW & SWITCH should fall in Leaders/Challengers block only	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.

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 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 Taxpayers 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, Drawings, 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 hereto 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.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between 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.

6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. 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:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is made at Islamabad on [Insert Date] (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021 (which includes any re-promulgation or re-enactment thereof), with its registered office located at Special Technology Zones Authority, Prime Minister’s Office, Constitution Avenue, G-5, Islamabad, Pakistan (hereinafter referred to as the “**STZA**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. [INSERT NAME], a company incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “[Insert Name]” which expression shall, where the context so permits mean and include its successors and permitted assigns);

[OR]

[MR./MS./MRS./MISS] [INSERT NAME], [son/daughter/wife] of [insert name], holding CNIC No. [insert], resident of [insert], Pakistan, (hereinafter referred to as the “[Insert Name]” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(STZA and [Insert Name] are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

RECITALS:

WHEREAS:

- A. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. [Insert Name] is involved in the business of *inter alia*, [insert], and is entering into discussions regarding [insert purpose of engagement/NDA] (hereinafter referred to as the “**Permitted Purpose**”);
- C. The Parties shall disclose certain Confidential Information (as defined below) concerning their businesses and activities with each other during the course of their dealings and discussions for the Permitted Purpose and are desirous of ensuring that such Confidential Information remains confidential and is not used by either Party for any purpose other than as specified herein;

- D. This Agreement sets out the terms upon the Parties agree to provide each other with such Confidential Information.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

Authorised Recipient means:

- (a) The receiving Party's officers and employees who need to have access to the Confidential Information for the Permitted Purpose;
- (b) a third party for whom the receiving Party has obtained the disclosing Party's prior consent (such consent may be granted at the disclosing Party's sole discretion) to disclose Confidential Information for the Permitted Purpose,

Confidential Information means:

- (a) any and all information, know-how, experience or material, whether technical, commercial, financial or otherwise, in the either Party's possession (whether actual or imputed) or related to the disclosing Party or in relation to the course of engagement of the Parties with each other, in whatever form, including, without limitation, written, oral, visual or electronic, or on tape or disk (whether or not owned or developed by the disclosing Party) which the receiving Party may obtain knowledge of, directly or indirectly, through or as a result of access to the premises of the disclosing Party or through discussions and communications with the directors, employees, officers, agents, representatives, consultants or professional advisers of the disclosing Party; and
- (b) any data of whatsoever nature prepared by either Party for the Permitted Purpose which contains or otherwise reflects such information as is described in paragraph (a) above,

with the exception of any information which at the time of supply: (a) is within the public domain and any information which at the time of supply to or from the receiving Party is not in the public domain but subsequently comes into the public domain, other than as a result of a breach by the receiving Party or by an Authorised Recipient; (b) is independently developed by a Party without reference to, reliance on or knowledge of the Confidential Information; (c) the receiving Party lawfully obtains from any third party who has lawfully obtained such information; or (d) is published or generally disclosed to the public by the disclosing Party.

1.2 In this Agreement, a reference to:

- (a) a person includes a legal or natural person and, if applicable, a reference to that person's legal personal representatives, successors and permitted assigns; and
- (b) the singular includes the plural and vice versa (unless the context otherwise requires).

2. CONFIDENTIALITY OBLIGATIONS

2.1 In consideration for the Parties making available to each other the Confidential Information, both Parties undertake to:

- (a) keep the Confidential Information confidential and not disclose, divulge or provide it to anyone except as provided in Clause 3 below;
- (b) ensure that the Confidential Information is protected with security measures of a reasonable degree of care and keep the Confidential Information in such a way as to prevent its unauthorised disclosure;
- (c) use the Confidential Information for the Permitted Purpose only;
- (d) to keep confidential and, except to any of its Authorised Recipients on a need-to-know basis only, not disclose to any person the fact that Confidential Information has been made available;
- (e) to keep confidential and, except to any of its Authorised Recipients on a need-to-know basis only, not disclose to any person any facts in relation to the Confidential Information and its existence (including the existence and contents of this Agreement), without the disclosing Party's prior written consent;
- (f) not to seek disclosure of any information from the officers, employees or professional advisers of the disclosing Party or to make unsolicited contact with, or enquiries of the disclosing Party from any of its officers, directors, employees or professional advisers relating directly or indirectly to the business of the disclosing Party, without the prior written consent of a duly authorised representative of the disclosing Party;
- (g) recognise and accept, and advise its Authorised Recipients, that the Confidential Information is given only for the purpose specified herein and the discussions are taking place in confidence, and that neither it nor its Authorised Recipients should base any behaviour in relation to qualifying investments, related investments or relevant products which would amount to market abuse under applicable laws, rules or regulations on the Confidential Information until after such information is made generally available to the public;
- (h) not use the Confidential Information, in whole or in part, for any commercial purpose whatsoever without the prior approval and agreement in writing of the disclosing Party; and
- (i) not create and/or store any copies of the Confidential Information of any kind, without the prior written approval of the disclosing Party.

2.2 The receiving Party shall inform anyone to whom it discloses Confidential Information in accordance with this Agreement (including Authorised Recipients) that the information is confidential, and procure that they comply with this Agreement as if they were the receiving Party.

3. PERMITTED DISCLOSURE

The Parties agree that the receiving Party may disclose Confidential Information:

- (a) where the receiving Party is required to disclose Confidential Information by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (b) where the receiving Party is required to disclose Confidential Information under any law or regulation with which the receiving Party is required to comply; or
- (c) to an Authorised Recipient for the Permitted Purpose on a need-to-know basis only.

4. RETURN OF CONFIDENTIAL INFORMATION AND COPIES

If the disclosing Party so requests in writing at any time, the receiving Party shall:

- (a) promptly return to the disclosing Party all Confidential Information (i) supplied by the disclosing Party to the receiving Party or to an Authorised Recipient or (ii) prepared by the receiving Party for the disclosing Party during the course of engagement, together with any copies of such information; or
- (b) if the Confidential Information in the possession or control of the receiving Party or any of its Authorised Recipients is not returned pursuant to Clause 4(a), destroy or permanently erase all such Confidential Information together with any copies of it, and certify such destruction in writing to disclosing Party,

in each case save to the extent that the receiving Party is required to retain any such Confidential Information or copies by any applicable law, rules or regulations.

5. INDEMNITY

The receiving Party shall indemnify the disclosing Party and any of its or their respective directors, officers, employees, agents and advisers and hold it or them harmless against any action, claim, cost, loss, liability, expense or damage it or they may suffer or incur from a breach of this Agreement by the receiving Party or enforcement of disclosing Party's rights under this Agreement.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION; NO LICENCE

- 6.1 The Confidential Information shall remain the sole property of the disclosing Party.
- 6.2 All copyright and other intellectual property rights in and relating to the Confidential Information and belonging to disclosing Party will remain the property thereof.
- 6.3 Both Parties agree that no right or licence is granted to the other in relation to any Confidential Information.

7. GENERAL

- 7.1 **No Representation.** Neither Party, nor any of their respective officers, employees or advisers (each a "Relevant Person") (a) makes any representation or warranty, express or implied, as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or any other Relevant Person to the other Party

or the assumptions on which it may be based, or (b) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or any other Relevant Person to the other Party or be otherwise liable to the other Party or any other person in respect of the Confidential Information or any such information.

- 7.2 **No Waiver:** A Party's failure or delay in exercising any right, power or privilege under this Agreement will not operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege by that Party preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 7.3 **Amendments:** The terms of this Agreement may only be amended or modified by written agreement between the Parties.
- 7.4 **Validity and Enforceability:** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but shall not invalidate any other provision in this Agreement.
- 7.5 **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties in respect of the subject matter of this Agreement as of the date of this Agreement and there are no terms or conditions agreed between the Parties other than those contained in this Agreement. No variation of this Agreement shall be valid unless it is in writing and signed on behalf of each of the Parties.
- 7.6 **Term:** This Agreement shall be valid for a period of one (1) year. The confidentiality obligations under this Agreement shall survive its termination and shall remain valid for such period until the Confidential Information is in the public domain.
- 7.7 **No Assignment:** This Agreement or any interest therein shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.8 **Equitable Remedies:** The Parties acknowledge and agree that either of the Parties and/or any Relevant Person:
- (a) may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy;
 - (b) may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the other Party or any Authorised Recipient; and
 - (c) may apply to (and the other will accordingly submit to the jurisdiction of) the Special Technology Zones Appellate Tribunal in order to seek injunctive relief to enforce (or to prevent a breach of) any of their rights pursuant to this Agreement.
- 7.9 **Governing Law and Dispute Resolution:** The provisions of the Agreement shall be governed by the law of Pakistan. In the event of any dispute, the Parties shall aim to settle the matter amicably through mutual discussions and negotiations with the senior management of each Party. If the dispute remains unresolved, the Special Technology Zones Appellate Tribunal shall have exclusive jurisdiction to determine all disputes arising in respect of any matter arising out of or in connection with this Agreement.

7.10 **IN WITNESS WHEREOF**, this Agreement has been signed by the Parties through their duly authorized representatives on the Signing Date.

<p>SPECIAL TECHNOLOGY ZONES AUTHORITY through its authorised signatory</p> <p>Name:</p> <p>Designation:</p> <p>CNIC No.:</p> <p>[INSERT NAME]</p> <p>through its authorised signatory</p> <p>Name:</p> <p>Designation:</p> <p>CNIC/ Passport No.:</p> <p>in the presence of:</p> <p>signature of WITNESSES</p> <p>1- Name:</p> <p>Address:</p> <p>CNIC/ Passport No.:</p> <p>2-Name:</p> <p>Address:</p> <p>CNIC/ Passport No.:</p>		<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>SIGNATURES</p> <p>.....</p> <p>.....</p>
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FORM OF DRAFT AGREEMENT

This Agreement (the “**Agreement**”) is made at Islamabad on [Insert Date] (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its registered office located at Special Technology Zones Authority, Prime Minister’s Office, Constitution Avenue, G-5, Islamabad, Pakistan (hereinafter referred to as the “**STZA**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. [INSERT NAME], a company incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Consultant**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(STZA and the Consultant are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

WHEREAS:

- E. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- F. The Consultant is involved in the business of *inter alia*, [insert];
- G. STZA has duly selected the Consultant in accordance with the applicable procurement laws, through its request for proposal dated [insert] (hereinafter referred to as the “**RFP**”), to engage the Services (as defined hereinafter) of the Consultant. A copy of the RFP is attached as **Schedule A** to this Agreement.
- H. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the Consultant to STZA and the relationship between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. KEY TERMS & CONDITIONS

1.1. SERVICES

- 1.1.1. The Consultant shall provide [insert type of services broadly] services to STZA in accordance with the scope specified in the RFP (the “**Services**”). The Client may also request any other services as may be required on mutually agreed terms between the Parties.
- 1.1.2. The Consultant shall provide the Services in accordance with the Terms of Reference provided in Section 3 of the RFP, provided that STZA shall have the right to require certain additions and/or amendments to the scope subject to mutual agreement between the Parties.
- 1.1.3. STZA may ask the Consultant to perform additional services during the term of this Agreement if the same is required in order to deliver the Services in a complete manner. The scope and consideration for such additional services shall be mutually agreed between the Parties.

1.2. TERM

- 1.2.1. This Agreement shall become effective on the Signing Date and shall continue for an initial period of one (1) year, unless otherwise terminated in accordance with the provisions of Section 3 of this Agreement (the “**Term**”).
- 1.2.2. The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before expiry of the Term.

1.3. PAYMENT FOR THE SERVICES

- 1.3.1. As consideration for the provision of the Services, each STZA shall pay to the Consultant a sum of PKR [insert]/- (Pakistan Rupees [insert] only) (“**Consideration**”). The Consideration shall be inclusive of the prevailing withholding income tax and sales tax on services which shall be mentioned in the relevant invoices addressed to each STZA.
- 1.3.2. Any other terms relating to the payment of consideration shall be mutually agreed between the Parties, subject to acceptance of the terms of the financial proposal of the Consultant in respond to the RFP, as accepted by STZA, in whole or in part.

2. MISCELLANEOUS PROVISIONS

2.1. DEFAULT AND TERMINATION

- 2.1.1. If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.
- 2.1.2. Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful or scandalous behavior or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 2.1.3. Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 2.1.4. Upon termination under this Section above, STZA shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that STZA shall be entitled to refund of any part of the Consideration paid for the unfinished work, as at the date of termination.

2.2. CONFIDENTIALITY

- 2.2.1. The Parties acknowledge and agree that each Party shall treat all information concerning the other Party which comes to its knowledge pursuant to this Agreement, including all documents, plans, specifications, and the subject matter contained herein and any information, whether technical, financial or commercial, or otherwise, or any activities carried out pursuant to or in contemplation of entering into this Agreement, provided by a Party hereunder (the "**Disclosing Party**") to the other Party hereunder (the "**Receiving Party**") in connection with the performance of this Agreement which is in writing or communicated by any other means, as confidential information. This confidential information shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied, unless otherwise permitted with the prior written consent of the Disclosing Party and/or required by the applicable laws.
- 2.2.2. Any subcontractor and/or third party appointed by the Consultant subject to the prior written approval by Client, shall abide by all the confidentiality obligations of this Agreement.
- 2.2.3. The confidentiality obligations shall survive termination and/or expiry of this Agreement shall be valid for a period of ten (10) years from the date of termination and/or expiry of this

Agreement.

2.3. FORCE MAJEURE

- 2.3.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.
- 2.3.2. Notwithstanding the foregoing, in the event of the occurrence of a such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Consultant shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the Client to the Consultant for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

2.4. REPRESENTATIONS & WARRANTIES

- 2.4.1. Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.
- 2.4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or may be bound.

2.5. INDEMNITY AND LIMITATION OF LIABILITY

- 2.5.1. The Consultant hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless the Client and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Consultant or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach by the Consultant of any of its representations, warranties or covenants contained in this Agreement.

2.5.2. The Consultant shall not be liable for: (i) any loss or damage suffered by the Client arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Client or arising from any cause beyond the Consultant's reasonable control; or (ii) any delay in or omission of publication or transmission or for any error in any press or other publication unless such delay, omission or error is due to its own default or neglect.

2.6. ASSIGNMENT AND BENEFIT OF AGREEMENT

2.6.1. The Consultant shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of STZA.

2.6.2. STZA shall have the right, power and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the STZA, in whole or in part, with prior intimation to Consultant, without affecting any rights of Consultant hereunder. Any such assignee and Consultant shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Consultant shall enter into such documents as may be necessary and required to bring the assignment into effect.

2.6.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

2.7. COUNTERPARTS

2.7.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

2.8. NOTICES

2.8.1. Any notice or other document to be served under this Agreement shall be in the English language and may be delivered personally, or by a recognized courier to the Party to be served at its addresses specified below or at such other address as it may have notified to the other Parties in accordance with this Article:

For STZA

Address: [insert]

Telephone: [insert]

Email: [insert]

Attention: [insert]

For CONSULTANT

Address: [insert]

Telephone: [insert]

Email: [insert]

Attention: [insert]

- 2.8.2. Any notice or document shall be deemed to have been served if delivered personally or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery was made.

2.9. AMENDMENTS TO BE IN WRITING

- 2.9.1. This Agreement may be amended or supplemented only by agreement in writing signed by the Parties.

2.10. SEVERABILITY

- 2.10.1. The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever, unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

2.11. NO WAIVER

- 2.11.1. No failure or delay by any Party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision or condition.

2.12. GOVERNING LAW & DISPUTE RESOLUTION

- 2.12.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the respective senior managements of the Parties for resolution.

- 2.12.2. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall be resolved in accordance with the

provisions of the Arbitration Act, 1940.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing Date.

SPECIAL TECHNOLOGY ZONES AUTHORITY
through its authorized signatory

Name:

Designation:

CNIC No.:

[INSERT NAME]

through its authorized signatory

Name:

Designation:

CNIC/ Passport No.:

in the presence of:

signature of **WITNESSES**

1- Name:

Address:

CNIC/ Passport No.:

2-Name:

Address:

CNIC/ Passport No.:

SIGNATURES

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SIGNATURES

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