

SPECIAL TECHNOLOGY ZONES AUTHORITY

RFP No. STZA/Proc/11/20-21

INVITATION TO BID

Hiring of Contractor for Outsourced Services

Special Technology Zones Authority (“STZA”) was established under section 3 of the Special Technology Zones Authority Ordinance 2020. STZA has been set up by the Federal Government with a mandate to provide world-class digital and physical infrastructure through setting up Special Technology Zones (STZs) across the country and putting Pakistan on global technology radar.

2. STZA invites sealed bids from experienced and reputable firms, registered with relevant Tax Authorities, EOBI, Social Security & SECP. The firms must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan.

3. Bidding documents, which contain detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee/security etc. are available for the interested bidders to be downloaded from the website of STZA (www.stza.gov.pk). Price of the bidding documents is Rs. 2,000/- (Rupees Two Thousand Only) which is non-refundable. The bidders shall be required to submit the RFP documents’ fee (Rs. 2,000/-) in the form of a Pay Order or Demand Draft, issued by a scheduled bank, in the name of Special Technology Zones Authority at the time of Bid submission.

4. The bids, prepared in accordance with the instructions provided in the bidding documents, must reach at the following address on or before **16th November 2021 at 1100 Hrs.** Bids will be opened on the same day i.e., **16th November 2021 at 1130 Hrs.** In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same. This advertisement notice is also available on **PPRA website** at **www.ppra.org.pk**.

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

RFP No: STZA/Proc/11/20-21



REQUEST FOR PROPOSAL
FOR
HIRING OF CONTRACTOR FOR OUTSOURCED SERVICES
BY
SPECIAL TECHNOLOGY ZONES AUTHORITY

Bid Submission

STZA Head Office

Date: **[16th November 2021]** (1100 Hrs)

Bid Opening

Venue: STZA Head Office

Date: **[16th November 2021]** (1130 Hrs)

Special Technology Zones Authority

16th Floor, State Life Tower, Plot# 61, Jinnah Avenue Islamabad.

Phone No. 051-9213881

Website: www.stza.gov.pk

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1. DEFINITIONS

In this RFP, unless there is anything repugnant in the subject or context:

- 1.1 “**Annex**” means any of the performa/template attached with this RFP document.
- 1.2 “**Bidder**” means any legal entity registered with the Securities and Exchange Commission of Pakistan, that has submitted a proposal to STZA in accordance with this RFP.
- 1.3 “**Bid Security**” means a deposit made by the Bidder in favour of STZA through Pay Order or Bank Draft, showing bidder's good faith in the RFP.
- 1.4 “**Bid Value**” means quoted amount by the Bidder in pursuant to this RFP.
- 1.5 “**Contract Value**” means the amount to be paid to the Successful Bidder for provision of Services as per the Contract to be awarded by STZA.
- 1.6 “**EOBI**” means the Employees’ Old-Age Benefits Institution.
- 1.7 “**RFP**” means this Request for Proposal document in respect of the Services, and as may be amended or modified in accordance with the terms hereof.
- 1.8 “**Services**” shall have the meaning as ascribed in clause 4 “Scope of Services” of this RFP.
- 1.9 “**SECP**” means the Securities and Exchange Commission of Pakistan.
- 1.10 “**Social Security Institute**” means the ICT Employees Social Security Institution or other provincial social security institute as applicable;
- 1.11 “**STZA**” means Special Technology Zones Authority. The terms STZA, Client & Authority are used interchangeably.
- 1.12 “**Successful Bidder**” means the Bidder selected for the award of Contract based on selection criteria.
- 1.13 “**RFP Committee**” means a committee constituted by STZA to deal with the RFP.

2. INTRODUCTION OF THE AUTHORITY

STZA has been established as an autonomous body under section 3 of the Special Technology Zones Authority Ordinance 2020 (“**Ordinance**”). The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research, and technology industry, to increase the productivity and decrease the costs of production through high-tech interventions, intensive innovation and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers etc. More details can be obtained from the Ordinance.

3. INVITATION TO BID

Through this Request for Proposals (“**RFP**”), STZA invites sealed bids from experienced and reputable companies, registered with relevant tax authorities, EOBI, Social Security Institution and SECP. The Bidder must be appearing on the Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan.

4. SCOPE OF SERVICES UNDER THE RFP

The Scope of Services under the RFP shall include fulfilling the third-party staffing needs of STZA, through the provision of outsourced personnel and sub-contractors for various roles including administration to include janitorial, teaboys, electricians, drivers, security and building maintenance staff (the “**Outsourced Personnel**”) that will be hired by the Contractor, as per requirement of STZA as and when required (collectively the “**Services**”), in accordance with STZA’s requirements, as further elaborated in the Draft Contract.

5. INSTRUCTIONS TO BIDDERS

The objective of “Instructions To Bidders” is to provide Bidders the information to submit their Bids in response to this RFP, according to the requirements defined in this RFP document and in the same order/sequence as set forth in this document. Bidders must follow the following requirements for the preparation and submission of their bids:

- 5.1 Price of the RFP document is Rs. 2,000/- (Rupees Two Thousand Only) which is non-refundable. The Bidders shall be required to submit the RFP document fee (Rs. 2,000/-) in the form of a Pay Order or Demand Draft, issued by a scheduled bank, in the name of Special Technology Zones Authority at the time of bid submission.
- 5.2 Bidders downloading the RFP document from the STZA website (www.stza.gov.pk) shall send an acknowledgement, through e-mail, to STZA. The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person. STZA assumes no liability for non-receipt of communication/clarifications for such Bidders who do not share the required contact details.
- 5.3 Bid Security amounting to **Rs. 490,000/-** shall be submitted in the form of Bank Draft or Pay Order in favour of STZA. The Bid Security shall be enclosed in the bid envelope. No bid shall be entertained without Bid Security.
- 5.4 For this RFP, the procedure narrated in Rule 36(a) of Public Procurement Rules, 2004 (“**PPRA Rules**”) “Single Stage – One Envelope Procedure” for open competitive bidding shall be followed.
- 5.5 Bidders are required to submit their financial bids in a single package. The envelope shall be clearly marked as “**Bid for Hiring of Contractor for Outsourced Services**” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the Bidder.
- 5.6 Bidders shall provide, in their bid, the documents as mentioned in Annex-III “Mandatory Requirements”. Any shortcoming in the documents provided in response thereto may lead to disqualification of the Bidder.

- 5.7 All the pages of the bid must be sequentially numbered and initialled/signed by the representative authorised at clause 6 of the Form of Bid.
- 5.8 The Bidders shall bear all costs/expenses associated with the preparation and submission of the bids and STZA shall in no case be responsible/liable for those costs/expenses.
- 5.9 Each Bidder shall submit only one bid, multiple bid submissions shall render the Bidder disqualified.
- 5.10 STZA may, at any time prior to the deadline for submission of the bid, on its own initiative or in response to a clarification requested by the Bidder(s), amend the RFP document, on any account, for any reason. All amendment(s) shall be part of the RFP document(s) and binding on the Bidders. STZA shall notify the amendment(s) within reasonable time prior to the bid submission date in accordance with applicable laws.
- 5.11 STZA may, at its exclusive discretion extend the deadline for the submission of the bid in which case all rights and obligations of the STZA and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 5.12 STZA may, at its exclusive discretion, terminate this RFP at any stage of g process without incurring any liability whatsoever and without assigning any reason or having to owe any explanation whatsoever.
- 5.13 Currency of the RFP is Pakistani Rupee (PKR). Bidders are required to submit their bids accordingly. All kind of taxes, duties, charges/levies applicable in Pakistan shall be considered inclusive in the Bid Value and taxes shall be deducted at source as per applicable laws.
- 5.14 The Bid validity period will be One Hundred & Twenty (120) days, starting from the date of opening of the Bids. Within the original validity of the bids, STZA may request the Bidders to extend their bid validity for another period not exceeding the original bid validity. The Bidders who choose not to extend their Bid validity as desired by STZA would be required to withdraw their Bids and their Bid Security shall be returned to them.
- 5.15 In case of extension of Bid validity, the Bidders shall also extend validity of their Bid Security for corresponding period of time.
- 5.16 The Bid Security shall be returned to the unsuccessful bidders after the award of said RFP. Whereas the Bid Security of the Successful Bidders shall be returned after retention of 10% from its first invoice as Performance Security as provided in the Contract.
- 5.17 STZA reserves the right to forfeit the Bid Security and/or blacklist any Bidder who breaches any terms and conditions of this RFP.
- 5.18 The language of the bids shall be English. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the RFP.
- 5.19 The Bidder(s) may, by written notice served to STZA, modify or withdraw their bid after submission, but prior to the deadline for submission of the RFP. The bid(s), withdrawn after the deadline for submission of the RFP and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.
- 5.20 The bid(s) shall be rejected if:

- a. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp;
- b. Bid is not submitted in original, is a copy (whether scanned colour copy or photocopy);
- c. Bid Security is not submitted as per the requirements;
- d. The bid is substantially non-responsive;
- e. The bid is submitted in other than in the prescribed manner, forms or format as specified herein;
- f. The bid is un-sealed, un-signed, conditional, late;
- g. Bidder(s) has a conflict of interest with the STZA; or
- h. Bidder(s) engages in corrupt or fraudulent practices during the whole process.

5.21 Bids are to be submitted at **Procurement Department** on or before, **[16th November 2021]** at **1100 Hrs**. Any bid received by STZA after the deadline for submission of bids shall be returned unopened to such Bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by mail / courier.

5.22 Bids will be opened on **same day at 1130 Hrs**. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same.

6. SELECTION PROCEDURE

6.1 Single stage - one envelope procedure as per Rule 36(a) of PPRA Rules will be followed for the selection of Successful Bidders for the award of this Bid.

6.2 The envelope shall be opened at the specified time and place in presence of the authorised representatives of the Bidders who chose to attend.

6.3 The Bidders shall provide duly completed/filled in Annex-III "Mandatory Requirements", along with supporting documents as mentioned therein. The **RFP Committee** shall evaluate the bids according to the documents provided pursuant to Annex-III "Mandatory Requirements". Any shortcoming in the documents provided in response thereto may lead to disqualification of the Bidder.

6.4 STZA's intent in issuing this RFP document is to form a panel of consultants that are found the most advantageous, that meet the scope of services/requirements as laid out in this RFP document, and who fulfil all requirements mentioned in Annex-III "Mandatory Requirements" and this RFP document. Be that as it may, STZA may also select one Successful Bidder, based on the quality of the proposals received by STZA. If any of the requirements under this RFP is not met by the Successful Bidder at the

time of award and/or performance of the Contract, the bid will be considered as non-responsive, and the bid / Performance Security of the disqualified bidder will be forfeited.

- 6.5 The Successful Bidder shall have to sign a Contract with STZA within ten (10) days of intimation of being declared the Successful Bidder, or as per any other timelines decided by STZA, for this RFP as per Draft Contract format at Annex-II.

7. TERMS OF PAYMENT

As per clause 7 “Payment and Mode of Payment” of Annex-II: Draft Contract.

8. GENERAL CONDITIONS OF RFP

The following terms & conditions shall apply to this RFP:

- 8.1 The decisions of the RFP Committee will be binding on all Bidders.
- 8.2 STZA is not bound to accept any Bid in this regard and reserves the right to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
- 8.3 During examination, evaluation, and comparison of the Bids, STZA at its sole discretion may ask any Bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the Bid shall be sought, offered, or permitted after bid submission.
- 8.4 If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totalling, that shall be corrected. If the Bidder does not accept the corrected amount of Bid, its Bid shall be rejected, and its Bid Security shall be forfeited.
- 8.5 Bids submitted via email or fax shall not be entertained.
- 8.6 Bidders indemnify STZA against all third-party claims of infringement of patent, trademark, industrial design rights and intellectual property rights arising out of or from use of the goods / services of any part thereof.

9. CLARIFICATIONS

Queries of the Bidders, if any, for seeking clarification regarding the RFP must be received in writing on the following address as per the timelines provided in this RFP document. Any query received after above-mentioned timeline shall not be entrained. All queries shall be responded within due time. STZA may host a question & answer session, if required.

Chairman RFP Committee

Outsourced Services Contractor RFP
Special Technology Zones Authority,
16th Floor, State Life Tower, Plot# 61,
Jinnah Avenue, Islamabad.
Phone No. 051- 9213881
E-mail: info@stza.gov.pk

ANNEX-I: FORM OF BID

Chairman RFP Committee
Outsourced Services Contractor RFP
Special Technology Zones Authority
16th Floor, State Life Tower, Plot# 61,
Jinnah Avenue, Islamabad.
Phone No. 051- 9213881

Dear Sir,

Reference your Request for Proposal for hiring of Contractor for outsourced Services.

1. We hereby submit our complete Bid along with all the requirements as per the RFP document. We acknowledge that STZA is not bound to accept any Bid in this regard and reserves the right to accept any Bid, and to annul the bidding process, and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. The decision of RFP Committee shall be final and the RFP Committee will not be liable for any loss or damage to any party acting in reliance thereon.
3. We agree to abide by this RFP for a period of one hundred and twenty (120) days from the RFP opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that **M/s [insert name of company]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization and their cases regarding black listing are not under trial by any Court of Law.
5. We submit herewith our Bid as one original.
6. We do hereby appoint and authorize **Mr./Ms. (insert full name of authorised representative)** who is presently employed with us and holding the position of **[insert designation of authorised representative]** in **[insert name of the company]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject Bid including signing and submission of all documents and providing information/responses to STZA in all matters in connection with our Bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.
7. We have gone through the Terms/Conditions of the RFP and have found the document in whole as non-biased to any particular company/contractor/vendor or product/ brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this RFP document. We do not have any objection/comment on any item and fully understand the item as compliant with the Public Procurement Rules, 2004

8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the Bid. In case any information is found wrong, misleading, or misstated in this Bid, the same may lead to rejection of our bid and our disqualification.
9. We declare that our Bid is our only and final offer, and no unsolicited offer of any description shall be made for consideration of the STZA.
10. We acknowledge that STZA reserves the right to forfeit the Bid Security and/or blacklist any Bidder who breaches any terms and conditions of the RFP.

Yours' sincerely

[Company Stamp]

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Company: _____
Cell No. of Signatory: _____
E-mail address of Signatory: _____
Mailing address of Signatory: _____

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: _____
Name and Title: _____
Name & Address of Company: _____
Cell No.: _____
E-mail address: _____
Mailing address: _____

ANNEX-II: DRAFT CONTRACT

CONTRACT FOR PROVISION OF OUTSOURCED SERVICES

Between

SPECIAL TECHNOLOGY ZONES AUTHORITY

And

[Insert Name of successful bidder]

Date: DD, MM, 2021

[On judicial paper]

This Contract for Outsourced Services (the “**Contract**”) is made at Islamabad as of the [day] of [month], 2021 (the “**Effective Date**”);

By and Between

1. **Special Technology Zones Authority**, a statutory authority established under section 3 of the Special Technology Zones Authority Ordinance 2020, having its office at Room No._____, 4th Floor, Prime Minister’s Secretariat, Islamabad (hereinafter referred as ‘**STZA**’); and
2. **[Insert Full name of Successful Bidder]**, a company incorporated under the laws of Pakistan having its registered office at [Registered Office Address of Successful Bidder] (hereinafter referred to as “**Contractor**”) which expression shall where the context so permits be deemed to include its successors-in- interest and assigns);

(Each of STZA and the Contractor are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS:

- (A) STZA intends to hire certain outsourced Services (as defined hereinafter) through a contractor.
- (B) The Contractor has qualified through a bidding process and has agreed to successfully provide the required Services in accordance with the terms and conditions described herein.
- (C) The Contractor represents and warrants to STZA that it has the required professional skills, and personnel and technical resources to provide the requisite Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of mutual covenants set forth in this Contract, the Parties agree as follows:

1. Definitions

- (a) “**Bid Security**” means a deposit of Rs. 490,000/- made by the Contractor in favor of STZA through Pay Order or Bank Draft, during the RFP process showing its good faith in the RFP.
- (b) “**Contract**” means this Contract and includes all Schedules attached thereto or incorporated therein by reference;

- (c) **"Effective Date"** shall mean the date on which this Contract is signed by the Parties;
- (d) **"Services"** means provision of Outsourced Personnel and allied services as agreed between STZA and the Contractor;

2. Scope of Services

- 2.1 The Contractor shall provide services relating to include janitorial, teaboys, electricians, drivers, security and building maintenance staff to STZA through the provision of outsourced personnel and sub-contractors for various roles including [insert types of roles] (the **"Outsourced Personnel"**) that will be hired by the Contractor, as per requirement of STZA as and when required (collectively the **"Services"**).
- 2.2 The credentials for the Outsourced Personnel to be provided by the Contractor, e.g. age, education, experience and services cost per Outsourced Personnel shall be decided by STZA in consultation with the Contractor.
- 2.3 The Contractor shall on a week's notice or as per the schedule of Services requirements provided by STZA, arrange for such number of Outsourced Personnel as may be required. In the event that the Contractor cannot provide the required Outsourced Personnel, the Contractor shall notify STZA within two days of receipt of the request from STZA. The Contractor shall also be required to decrease/ remove any Outsourced Personnel no longer required by STZA within one week's time or such other notice period as may be applicable, upon intimation of the same in writing from STZA.
- 2.4 The Contractor shall ensure that each of the Outsourced Personnel provided is educated, trained, experienced, and fully capable of performing the required roles as per the requirements of STZA. The Contractor shall be liable to maintain and if required by STZA provide medical certificates and police clearance certificates of the Outsourced Staff duly managed by the contractor at its own cost.
- 2.5 The Contractor shall fulfill all contractual and statutory requirements as per applicable laws including but not limited to getting all its Outsourced Personnel registered under the Employees Old Age Benefits Act 1976, The Workers Children (Education) Ordinance 1972 and the Provincial Employees Social Security Ordinance 1965, and provide the proof thereof to STZA.
- 2.6 The Contractor shall be fully and directly responsible for the management, control and supervision of all the Outsourced Personnel engaged by it for rendering Services in connection with the execution of this Contract. Furthermore, it is clearly understood that all Outsourced Personnel employed by the Contractor to perform Services pursuant to this Contract shall for all practical purposes be assumed to be employees of the Contractor and at no time during the continuance as the employees of STZA, nor such employees shall pose themselves as the employees of STZA in any context possible.
- 2.7 The Contractor shall be liable to abide by all the rules, laws and regulations and fulfill all the requirements of Government of Pakistan relating to but not limited to personnel, human resources, labour and services falling under this Contract. STZA shall not be held responsible for any of the aforementioned.
- 2.8 Under this Contract STZA, shall only be responsible to pay the agreed service charges amount directly to the Contractor in accordance with Section [insert] of this Contract.

2.9 The Contractor shall always ensure that all requirements of labor and other local laws as applicable to it or its establishment are complied with and further that the Outsourced Personnel engaged by it for rendering any Services on its behalf under this Contract strictly adhere to the guidelines / instructions issued by STZA from time to time. For this purpose, the Contractor shall furnish to STZA on regular basis copies of all necessary policies, registers, documents as proof of compliance with the above referred laws, rules and regulations, as and when required. In case the Contractor is found to have acted in violation of any of the said laws, rules, and/or regulations during the performances of Services, in whole or in part, with STZA, it shall be responsible for any fine, penalty, punishment, damages or forfeiture imposed on STZA by any court, office, department or division.

The Contractor shall perform the Services with reasonable skill and care and to a professional standard to be reasonably be expected of it. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Services under applicable laws of Pakistan.

2.10 In the event of disruption resulting from the action of an Outsourced Personnel working on the premises of STZA, or in the event of the expertise of any Outsourced Personnel failing to correspond to the profile required by STZA, the Contractor shall replace him/her without delay. STZA shall have the right to request the replacement of any such member of the Outsourced Personnel, stating its reasons for so doing, on an immediate basis or otherwise. Replacement Outsourced Personnel must have the necessary qualifications and be capable of performing the Services under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the Services assigned to it resulting from the replacement of the Outsourced Personnel, the Contractor shall, as soon as possible, provide replacement personnel acceptable to STZA at no additional cost. The Contractor shall, in all cases, immediately take steps to minimise any disruption to the provisions of the Services including (but not limited to) providing appropriate temporary personnel to replace any person so removed. For the avoidance of doubt, in the case where STZA has required immediate removal of any Outsourced Personnel in circumstances where immediate removal was not reasonable, then the Contractor shall be relieved from any consequent failure of the Contractor's performance.

2.11 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflicts of interest could arise in particular as a result of economic interest, political affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflicts of interest which could arise during performance of the Contract must be notified to STZA in writing without delay. In the event of any such conflict, the Contractor shall immediately take all necessary steps to resolve it. STZA reserves the right to verify that such measures are reasonable and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that the Outsourced Personnel are not placed in a situation which could give rise to conflicts of interest. In the event of any conflict of interest, the Contractor shall replace, immediately and without compensation from STZA, any member of the Outsourced Personnel exposed to such a situation. In addition, the Contractor shall abstain from entering into any contract likely to compromise its independence.

3. Contract

The Contract shall become effective on the Effective Date i.e., signing date of this Contract and shall remain enforced for a period of 9 months, unless terminated earlier as per the terms and conditions of this Contract (the “**Term**”).

4. Contract Documents and Information

During the Term of this Contract and for a period of three years after expiry and/or termination of this Contract, the Contractor and/or the Outsourced Personnel shall not, without STZA's prior written consent, use this Contract, or any provision thereof, or any document(s), or information furnished by or on behalf of STZA in connection therewith, or any information coming into knowledge thereof during performance of Services under the Contract, except for the purposes of performing the Services under this Contract, and shall not disclose such information in whole or in part, to any person other than those authorized by STZA, and employed by the Contractor in the performance of this Contract as Outsourced Personnel, provided that disclosure to any such Outsourced Personnel shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

In the event of violation of this Clause, STZA shall be entitled to immediately dismiss the Services of the Contractor and/or the Outsourced Personnel, in whole or in part, in its sole discretion, in addition to availing any other rights and remedies available under law for breach of confidentiality.

5. Contract Language

This Contract and all documents relating thereto, sent, delivered, received or, exchanged between the Parties, shall be in English language.

6. Warranty

- 6.1 The Contractor warrants that the Outsourced Personnel provided shall be educated (minimum middle grade), trained, experienced, and fully capable of performing the required Services as per the requirements of STZA.
- 6.2 The Contractor warrants that it shall provide / remove the Service agents on a week’s notice, or in accordance with applicable laws, as per the schedule / requirements of STZA.
- 6.3 The Contractor warrants that it shall be solely responsible for compliance with all applicable labour laws in relation to the Outsourced Personnel.
- 6.4 The Contractor warrants to indemnify and hold STZA harmless against any and all claims, demands or legal proceedings initiated by the Outsourced Personnel or any other person / authority in respect of unpaid wages, contributions, other benefits

including workmen's compensation claims or any other grievances arising out of their employment with the Contractor.

- 6.5 The Contractor warrants that it shall indemnify STZA under the Workmen's Compensation Act 1923 or damages under the relevant laws or otherwise in respect of or in consequence of death or injury to any workman or other person in employment of the Contractor, whether performing their obligations on behalf of the Contractor or not, and accordingly all payments due to the legal heirs of the deceased or the concerned workman / person on account of compensation or damages shall be made by the Contractor directly on his own including all other costs, charges and expenses in respect of such death or injury. The Contractor warrants to arrange at his own cost appropriate insurance cover as per law for its employees including the Outsourced Personnel including group life insurance policy coverage to all workers for the purpose of various labor laws.
- 6.6 The Contractor warrants to be responsible to report directly to the concerned departments / agencies all cases of any major injury or fatality to the Outsourced Personnel, who are engaged for performing any Service / duty under the Contract, during duty hours. In case any such claim arises after expiry or termination of the Contract, STZA then shall be entitled to be indemnified by the Contractor in accordance with the provisions of the Workmen's Compensation Act 1923.
- 6.7 Without prejudice to the foregoing, the Contractor warrants to keep STZA fully indemnified against any claims and/or losses due to operation of Standing Order 20 of the Industrial and Commercial Employment (Standing Orders) Ordinance, 1968, as may be amended from time to time.
- 6.8 The Contractor warrants to keep safe the assets (both visible and invisible) and reputation of STZA indemnified against any theft, damage or loss of any kind. In case any losses are attributed to any act, omission or negligence of the Contractor or the Outsourced Personnel, STZA shall be entitled to recover such losses or damages from the charges payable to the Contractor.
- 6.9 The Contractor shall assume full responsibility for the actions or defaults of Outsourced Personnel while performing the Services and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, redundancy and unfair dismissal payments, disability benefits and any other benefits.

7. Payment and Mode of Payment

- 7.1 In consideration of the Services detailed herein rendered satisfactorily by the Contractor for each month, STZA shall pay to the Contractor the Service fees which is inclusive of all taxes, government duties, charges and levies etc. @ per Outsourced Personnel, by the 5th day of every month for the preceding month (the "**Services Fee**"). The payment(s) of Services Fee shall be subject to a satisfactory report of work from all concerned at STZA.
- 7.2 An amount equivalent to 10% of total amount of each invoice of the Contractor will be retained by STZA as "**Performance Security**", the retained amount of each month shall be released on retention of amount of 10% of total amount from the invoice of next month. At a given time, throughout the Term, STZA shall not retain an amount of more than 10% of total amount of corresponding month's invoice on account of

Performance Security. The retained amount on account of Performance Security shall be returned to the Contractor upon successful completion of the Term, or if terminated earlier, in accordance with the clauses of this contract agreement.

- 7.3 50% Bid Security of Contractor shall be returned after retention of Performance Security from its first invoice; remaining 50% of Bid Security will be relinquished after the expiry of the Term and/or termination of the contract
- 7.4 No payment shall be made to the Contractor in advance as mobilization advance or on any other account.
- 7.5 Payment shall be made, through cross cheque in the Pakistani Rupees (PKR) on a monthly basis, within 30 days after submission of valid error free invoices duly verified and accepted by STZA and in compliance with fulfillment of SLA (Service Level Agreement).
- 7.6 Taxes in relation to services shall be deducted at source as per applicable laws at the time of payment. Any increase, decrease in existing taxes and duties etc. or imposition of any new tax shall be cost and benefit of the Contractor. All taxes relating to the income of the Outsourced Personnel shall be the sole obligation and responsibility of the Contractor.
- 7.7 If the quality of the Services is not to the satisfaction of the management of STZA, and/or in the event of a breach of contract by the Contractor, STZA has the right to terminate the Contract subject and forfeit Bid Security and the Performance Security, subject to the terms of this Contract.

8. Contract Amendment

- 8.1 STZA may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the works in whole or in part.
- 8.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to STZA.
- 8.3 The Contractor shall not execute the Change until and unless STZA has allowed the said Change, by written order served on the Contractor.
- 8.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 8.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both STZA and the Contractor.

9. Assignment / Subcontract

- 9.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with STZA's prior written consent.
- 9.2 The Contractor shall guarantee that any and all assignees / sub-contractors of the Contractor shall comply fully with the terms and conditions of this Contract as may be applicable to any sub-contracted/assigned work under the Contract.

10. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations under the Contract at any time, for any reason not attributable to default and/or negligence by the Contractor, the Contractor shall, by written notice served on STZA, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, STZA shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

11. Liquidated Damages

- 11.1 In case of delay / unsatisfactory performance from scheduled time of performance of obligations; STZA shall have the right to impose a penalty at the rate of 1% of the respective invoice for each week of delay not exceeding 10% of the respective invoice.
- 11.2 If the Services are not provided to the satisfaction of STZA and in accordance with this Contract, STZA shall have the right to reject the Service(s), and cancel the Contract forthwith without incurring any liability whatsoever on any account.

12. Blacklisting

- 12.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, STZA may, at any time, without prejudice to any other right of action / remedy it may have blacklist the Contractor, either indefinitely or for a stated period.
- 12.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of Contract, during the procurement process or during the execution of the Contract, STZA may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor.

13. Forfeiture of Bid Security/Performance Security

- 13.1 If the Contractor fails / delays in performance of any of the obligations under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, STZA may, without prejudice to any other right of action / remedy it may have, claim liquidated damages under Section 11, and/or forfeit the retained Bid Security and/or the Performance Security of the Contractor.

14. Termination for Default

- 14.1 If the Contractor fails / delays in performance of any of the obligations under the Contract, violates any of the provisions of the Contract, and/or commits breach of any of the terms and conditions of the Contract, STZA may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and provide the Contractor with 15 days to cure the breach, or such other time as stated in the notice. In the event that the Contractor does not remedy the breach specified in the notice in the prescribed time period, STZA shall have the right to terminate the Contract, or suspend the Contract in part, by providing a thirty days advance notice in writing, or immediately terminate in the event of a material breach of the Contract.

14.2 If STZA terminates the Contract for default, in part, the Contractor shall continue performance of the Contract to the extent of the valid and continuing obligations.

15. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, STZA may, at any time, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

16. Termination for Convenience

STZA may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, by providing a thirty days advance notice in writing. The Services rendered by the Contractor till the date of such notice shall be paid to the Contractor.

17. Force Majeure

17.1A Force Majeure Event shall mean any event, act or other circumstances not being an event, act or circumstance under the control of STZA or of the Contractor, including fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, strikes or other industrial disputes caused by any such circumstance. Non-availability of required staff shall not constitute Force Majeure.

17.2 If by reasons of a Force Majeure Event, the obligations under the Contract cannot be performed by the due date by either Party, the affected Party shall send a notice to the other Party as soon as possible but not later than seven days from the date of occurrence of the Force Majeure Event. Upon such notification, the Parties shall agree on an extension of time in performance of obligations, keeping in view all the circumstances and requirements of STZA. Unless otherwise decided by the Parties in writing, each Party shall continue to perform its duties under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.3 During the subsistence of a Force Majeure Event, neither Party shall be liable for any failure / delay in performance / discharge of obligations under the Contract, subject to timely notification and agreement under Clause 17.2.

17.4 Notwithstanding any other provision of this Contract, the affected Party shall be entitled to terminate this Contract and the Services with immediate effect by written notice to the other Party if performance of the respective undertakings is delayed more than sixty (60) days by reason of any grounds for relief as described in Section 17. In the event of termination hereunder, STZA shall pay the Services Fee to the Contractor up to the date when the Force Majeure Event started.

18. Dispute Resolution

- 18.1 The Parties agree to amicably resolve any dispute, which may arise, under the Contract through good faith negotiations between the authorized representatives of both Parties. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the senior management of both Parties, who shall attempt to resolve the dispute. During the pendency of dispute resolution, both sides agree to continue to perform their obligations under the Contract to the extent of the undisputed matters.
- 18.2 In the event that the Parties cannot resolve the dispute through negotiations, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat of arbitration shall be Islamabad. The decision of the arbitration proceedings shall be final and binding on the Parties.

19. Intellectual Property

- 19.1 STZA shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), technologies, works of authorship, designs, know-how, ideas, data and other information and work products that are made, conceived, reduced to practice or obtained, in whole or in part, by THE Contractor and/or the Outsourced Personnel, and that arise out of the Services or that are based on or otherwise reflect any Confidential Information (as defined below). All work done under this Agreement shall be made for hire to the extent allowed by law and, in addition, the Contractor agrees to make and does hereby make all assignments necessary to accomplish the foregoing ownership. The Contractor shall assist the STZA, at the STZA's expense, to further evidence, confirm, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. The Contractor hereby irrevocably designates and appoints STZA and its officers as its agents, with full power of substitution, to act for and on the Contractor's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by the Contractor.
- 19.2 The Contractor agrees that all intellectual property and all other financial, business, legal and technical information (including, without limitation, the identity of and information relating to customers, prospects, vendors, affiliates and employees) that the Contractor and/or the Outsourced Personnel develop, learn or obtain in connection with the Services, or that are received by or for STZA in confidence, constitute proprietary information. The Contractor will hold in strict confidence, and exercise all reasonable precautions to prevent unauthorized access to, and not disclose or, except in performing the Services, use any proprietary information. However, proprietary information will not include information that the Contractor can document is or becomes readily publicly available without restriction through no fault of Contractor and/or the Outsourced Personnel. Upon termination and at STZA's request at any other time, the Contractor will promptly return to STZA all materials and copies containing or embodying proprietary information, except that the Contractor may keep its personal copy of its compensation records and this Agreement

20. Statutes and Regulations

- 20.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan as amended from time to time.
- 20.2 The Courts at Islamabad shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

21. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and STZA shall in no case be responsible / liable for those costs / expenses.

22. Integrity Pact

- 22.1 The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or the STZA or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- 22.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 22.3 The Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the STZA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 22.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to STZA under any law, contract or other instrument, be voidable at the option of the STZA.
- 22.5 Notwithstanding any rights and remedies exercised by the STZA in this regard, the Contractor agrees to indemnify the STZA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the STZA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor as aforesaid for the purpose of

obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the STZA.

23. Authorized Representative

23.1 STZA and the Contractor may, at their exclusive discretion, appoint their Authorized Representatives and may, from time to time, delegate any / all of the duties / authority, vested in them, to their Authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation in writing.

23.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by STZA or the Contractor.

23.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

23.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the principal.

23.5 Notwithstanding anything contained herein, any failure of the Authorized Representative to disapprove any obligation shall not prejudice the right of STZA to disapprove such obligation and to give instructions for the rectification thereof.

23.6 If the Contractor questions any decision or instruction of the Authorized Representative of STZA, the Contractor may refer the matter to STZA who shall confirm, reverse or vary such decision or instruction.

24. Waiver

Failure of either Party to insist upon strict performance of the obligations of the other Party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

25. Notices

Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, registered mail, e-mail or courier on the following address:

STZA
[Name of Representative]
[Designation]
Land-line number:
Cell number:
e-mail address:
Office Address:

Contractor
[Name of Representative]
[Designation]
Land-line number:
Cell number:
e-mail address:
Office Address:

26. Severability

In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

[Name]

[Name]

For and on behalf of

For and on behalf of

STZA

Contractor

[Name of authorized signatory]
[Designation]
[CNIC No.]

[Name of authorized signatory]
[Designation]
[CNIC No.]

In the presence of Witnesses:

1. Name:
Designation:
CNIC:
Signature:

2. Name:
Designation:
CNIC:
Signature:

ANNEX-III: MANDATORY REQUIREMENTS

The Bidders must fulfil the following mandatory requirements to qualify:

S/N	Mandatory Requirements
1.	The Bidder must possess valid NTN, GST, EOBI, Social Security & SECP registration (as applicable).
2.	The Bidder must possess minimum three (03) years work experience in the same field.
3.	The Bidder must have established office(s) in Islamabad/Rawalpindi.
4.	The Bidder must have minimum five (05) viable clients to its credit for provision of specific/similar services in Pakistan in last three (03) years. STZA may require visibility and may contact the clients for reference in context to services provided.
5.	The Bidder must attach bid documents' fee with its bid.
6.	The Bidder must attach Bid Security with its bid.
7.	The Bidder must attach original signed cover letter with official stamp affixed on it as per the format given in Annex-I with its bid.
8.	The Bidder must attached duly filled in and signed & stamped Annex-IV: Price Schedule with its bid.

In order to show fulfilment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids:

S/N	Attributes	Points
1.	Complete Company Profile.	-
2.	NTN, GST, EOBI, Social Security & SECP registration certificates as applicable.	-
3.	Details & supporting documents of minimum five (05) viable clients for provision of specific/similar services in Pakistan in last three (03) years.	5 clients = 5 More than 10 clients = 10
4.	Date of establishment of business along with supporting documents (incorporation/registration certificate etc.).	3 years = 5 Less than 5 but more than 3 years = 7 More than 5 years = 10

5.	Details of established office setup in Islamabad/Rawalpindi.	-
6.	Bid documents' fee amounting to Rs. 2,000/- in the form of pay order/demand draft issued by a Scheduled Bank of Pakistan, in favour of STZA.	-
7.	Bid Security amounting to Rs. 490,000/- in the form of pay order/demand draft issued by a Scheduled Bank of Pakistan, in favour of STZA.	-
8.	Signed cover letter (original) with official stamp affixed on it as per the format given in Annex-I.	-
9.	Duly filled in and signed & stamped Annex-IV: Price Schedule.	-

ANNEX-IV: PRICE SCHEDULE

Option	Description	Quoted Commission
1.	Service Charges (inclusive of all taxes, government duties, charges and levies etc.)	

Quoted Service Charges in Words: _____per Outsourced Services agent

Note:

- The Service Charges shall be inclusive of all applicable taxes, charges, duties, payments etc. including but not limited to EOBI, Gratuity, Social Security etc.
- Taxes shall be deducted at source as per the applicable law(s).
- The Service Charges shall remain fixed for the Term of the Contract.

Signatures of Authorised Representative: _____

Name and Title: _____

Name & Address of Firm: _____