



SPECIAL TECHNOLOGY ZONES AUTHORITY

STZA, an autonomous body established under the Special Technology Zones Authority Act, 2021 invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

PURCHASE OF MICROSOFT 365 BUSINESS PREMIUM FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

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

The method of selection will be based on quality and cost offered in lieu of this RFP (single stage two envelop method). The request for proposal, prepared in accordance with the instructions in the RFP documents, must reach at STZA, 16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad on 1100 hrs. on or before 1st April 2022. The RFP will be opened on the same day 1st April 2022 at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Manager Procurement

Mehwish Iqbal

mehwish.iqbal@stza.gov.pk

Special Technology Zone Authority

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



REQUEST FOR PROPOSALS

FOR

PURCHASE OF MICROSOFT 365 BUSINESS PREMIUM

FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

Terms and Conditions for Bids and Bidders

1. The Procurement Agency is:

Special Technology Zones Authority (STZA)

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

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

Purchase of Microsoft 365 Business Premium

through

SINGLE STAGE TWO ENVELOP METHOD.

3. Bids shall comprise a single package containing TWO separate envelopes. The Bidder shall prepare one original (Master Copy) and one (1) number of copies/sets of the bid, clearly marking each one as "TECHNICAL BID - ORIGINAL", "FINANCIAL BID - ORIGINAL" "TECHNICAL BID - COPY NO. 1," " FINANCIAL BID - COPY NO. 1," etc., as appropriate. and provide the "TECHNICAL BID" in soft form as well in USB. In the event of any discrepancy between them, the original shall govern.
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 and attached separately in a sealed envelope.**
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 qualified bidders 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 Authority. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
12. After selection if any supplier is not available on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
14. Relevant details plus terms and conditions of the invitation may be obtained 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 Authority 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 Authority.

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 business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, if and as applicable.
30. Bidder must submit following undertaking (on stamp paper of Rs.100/letter head), failing which the bid shall be rejected.
 - a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and, in that case, legal action is liable on that bidder.
 - b) Affidavit that the bidder has never been blacklisted by any National/International organizations.

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

31. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad.
32. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the principal).

33. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
34. The quantities required may increase/decrease according to STZA requirement.
35. The end user License, end user warranties and end user support services will be in the name of STZA for all equipment and software loaded on the equipment delivered.
36. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
37. Payment shall be made after delivery, installation, and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
38. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
39. Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.
40. Sealed bids may be dropped at 16th Floor, New State Life Tower, F-7, Jinnah Avenue, Blue Area, Islamabad.
41. Clarification if any on the requirements may be obtained from:

Zahid Hussain
Senior Network Manager
zahid.hussain@stza.gov.pk

42. The bid bond/security of successful bidder will be retained and after installation and commissioning of complete equipment/licenses/services/renewals of ordered items and will be released after successful completion of the warranty period and verification/ confirmation by IT Dept. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
43. During the retention period the bid bond/ security, no interest / markup will be provided on this amount by Authority to bidder at the time of refund/ release of bid bond/ security.
44. 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 sign an agreement with the successful bidder and/or PO. The standard form of the draft agreement is attached as Annexure to this RFP.
47. Draft agreements provided in this RFP may be revised and new terms and conditions may be added by the Authority.
48. The bids received after the due date and time will not be entertained.
49. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
50. The place of bid destination is:

Special Technology Zones Authority

16th Floor, New State Life Tower, F-7 Jinnah Avenue, Blue Area, Islamabad

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

1. Bid for: **Purchase of Microsoft 365 Business Premium**
Bidder Name: XYZ
Attention: Ms. Mehwish Iqbal
Manager Procurement
**16th Floor, New State Life Tower,
F-7 Jinnah Avenue, Blue Area, Islamabad**

2. The deadline for the submission of bids is:

Date: 1st April 2022

Time: 1100 Hrs.

3. The bid opening shall take place at

16th Floor, New State Life Tower, F-7 Jinnah Avenue, Blue Area, Islamabad

Date: 1st April 2022

Time: 1130 Hrs.

A statement "Not to be opened before 1130 Hrs. on 1st April 2022" shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

- | | |
|---|------------------|
| 1. Mandatory Eligibility Criteria and General Criteria | Annex "A" |
| 2. Functional Requirement and Technical Evaluation | Annex "B" |
| 3. Format for Technical Compliance Sheet | Annex "C" |
| 4. Format for Financial Bid | Annex "D" |
| 5. Form of Bid | Annex "E" |

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

Annex "A"

Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of Proposal. **Non-submission of any one of the following applicable requirements shall result in disqualification:**

General Criteria

S. No	Mandatory Eligibility Criteria Checklist 1	Mark
1.	Proof of Certificate of Incorporation or Registration or equivalent (attach proof)	Must
2.	Proof of NTN registration (Attach proof)- ACTIVE	Must
3.	Proof of GST Certificate registration (attach proof) - ACTIVE	Must
4.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	Must
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100or more that the bidder is an active taxpayer and has submitted its tax return forthe preceding fiscal year. Taxpayer list serial number (downloadable from FBR's website) is also to be mentioned.	Must

General Criteria

S. No	ATTRIBUTE	SPECIFICATION	Mark
1.	Geographical Presence	Regular office presence in Islamabad	MUST
2.	Relevant Experience	Experience in term of delivery & Installation /Service. Minimum 03 years (attach work order/invoice/copy of contract as proof)	MUST
3.	Financial Position	Annual turnover +50 mill for last 3 Years	MUST
4.	Authorization	Please attach authorization or participation letter from the principal	Must
5.	Partnership	Please attach a valid partnership letter	Must
6.	Duration	Subscription Duration 01 year (12 Months)	Must
7.	Product	Microsoft 365 Business Premium	Must
8.	Qty	Total 60 users' subscription	Must

Note: Bidders are required to submit the filled, signed & stamped copy of the above checklist

DELIVERY INFORMATION

To be delivered at STZA Office 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad.

Functional Requirement and Technical Evaluation

S. No	Item Description	Requirement
1	Install Microsoft 365 Apps on up to 5 PCs/Macs + 5 tablets + 5 smartphones per user	Must
2	Multilingual user interface for Office applications	Must
3	Office Mobile Apps – Create/edit rights for commercial use of Office Mobile apps	Must
4	Office for the Web – Create/edit rights for online versions of core Office apps	Must
5	SharePoint	Must
6	Exchange /user	Must (50GB)
7	Microsoft Teams	Must
8	OneDrive for business 1TB /user	Must
9	Yammer Enterprise	Must
10	Microsoft MyAnalytics	Must
11	Microsoft Forms	Must
12	Microsoft Graph API	Must
13	Microsoft Planner	Must
14	Microsoft Shifts	Must
15	Microsoft Stream	Must
16	Microsoft Whiteboard	Must
17	Microsoft Sway11	Must
18	Microsoft 365 Groups	Must
19	Microsoft Kaizala Pro	Must
20	Microsoft To-Do	Must
21	Microsoft Bookings	Must
22	Business Center & MileIQ	Must
23	Power Apps for Office 365	Must
24	Power Automate for Office 365	Must
25	On-premises Active Directory sync for SSO	Must
26	Mobile Device Management (MDM) for Office 365	Must
27	Microsoft Intune	Must
28	Shared computer activation	Must
29	Content Search	Must
30	Core eDiscovery (incl. Hold and Export)	Must
31	Basic Audit	Must
32	Apply sensitivity labels or retention labels manually	Must
33	Azure Information Protection	Must
34	Office 365 Data Loss Prevention (DLP) for emails and files	Must
35	Email archiving	Must
36	Basic Office Message Encryption	Must

37	Conditional Access	Must
38	Office 365 Advanced Threat Protection (ATP)	Must
39	Windows Defender Antivirus, Device Guard, Windows Information Protection, BitLocker and BitLocker to Go	Must
40	Windows Autopilot, Windows Hello for Business	Must
41	Azure Active Directory Premium	Must

Please attach compliance sheet for the above-mentioned table.

FORMAT FOR TECHNICAL COMPLIANCE SHEET

S. No	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)

FORMAT FOR FINANCIAL BID ONLY

S. No	Quoted Item (Brand, Model etc.)	Unit Price with all applicable taxes	Total Price with allapplicable taxes
1.			

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

Annex "E"

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached here to form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period

of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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.

7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. 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 authorized signatory</p> <p>Name:</p> <p>Designation:</p> <p>CNIC No.:</p> <p>[INSERT NAME]</p> <p>through its authorized 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:

- 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. The Consultant is involved in the business of *inter alia*, [insert];
- C. 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;
- D. 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 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 2.1 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**”) as consideration for the Term of this Agreement. 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. The Consideration shall be payable in accordance with the terms and conditions of the RFP.

- 1.3.2. For any renewal of the Term as the discretion of STZA, the Consultant shall submit a revised quotation for consideration for each year of renewal, as mutually agreed between the Parties. In the event of acceptance of the proposal, an addendum to this Agreement shall be executed between the Parties. STZA shall have the right to reject the quotation and initiate a new request for proposal in accordance with applicable laws.
- 1.3.3. Any other terms relating to the payment of consideration shall be mutually agreed between the Parties.

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.

2.2.4. The Non-Disclosure Agreement made between the parties on [dated] shall be read as an integral part to 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.

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