



SPECIAL TECHNOLOGY ZONES AUTHORITY

CABINET DIVISION

Request for Proposal

“Human Capital Management System (Yearly Subscription Base)”

Special Technology Zones Authority (STZA) invites sealed bids, in favor of Ms. Mehwish Iqbal (Manager Procurement), from reputed firms registered with Income Tax and Sales Tax departments, Government of Pakistan, who are on Active Taxpayers List (ATL) of FBR for the “Human Capital Management System” (yearly Subscription Base). Bidding documents, containing details specification and other terms and conditions can be downloaded from STZA website <http://www.stza.gov.pk/>, PPRA website www.ppra.org.pk and on EPADs at <https://eprocure.gov.pk>.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope up to 3rd June 2024 till 1100 hrs. **Bidders are also required to submit their proposal on EPADs at <https://eprocure.gov.pk>. In case the bid is not submitted on EPADs, it will not be accepted by the company in hard form.** Technical proposal will be opened on the same day i.e. 3rd June 2024 at 1130 hrs. In the Committee Room of STZA in the presence of bidders/ their representatives, who would care to be present at the time of opening of bids. Financial proposals will be opened later on after the completion of technical evaluation procedures (technically qualified bidders will be informed about financial bid opening date). The proposals received after due date and time will not be considered.

Mehwish Iqbal

Manager Procurement

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Special Technology Zones Authority

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



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Section-I: Invitation to Bids

1.1 INVITATION TO BIDDERS

[HCMS]

BIDDING DOCUMENTS FOR THE PURCHASE OF HUMAN CAPITAL MANAGEMENT SYSTEM

Sealed Bids are invited from bidders i.e. firms/companies/sole proprietor/ general order service providers etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc). The Bids shall be received as per Single Stage Two Envelope procedure.

Bids must be delivered to the addressee below on or before 3rd June 2024 at 1100 Hours. Bidders are also required to submit their proposal on EPADs at <https://eprocure.gov.pk>. In case the bid is not submitted on EPADs, it will not be accepted by the company in hard form. All Bids must be accompanied by a Bid Security of Rs. 144,000/- (PKR) in the form of Pay Order. Validity of Pay Order will be of 180 days initially and will be valid until the expiry of contract. Vendor will, 15 days prior to expiry of Pay Order, submit the extended Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day 3rd June 2024 at 1130 Hours in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from STZA at the email given below. Bid Validity will be of 90 days initially from the date of Financial Bid Opening and can be extendible in terms of bid validity period as well as bid bond and security, bidders who will not agree to extend the bid validity, will be considered ineligible.

Bidding Documents are immediately available after date of publication. STZA will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from STZA website www.stza.gov.pk, website of Public Procurement Regulatory Authority www.ppra.org.pk and on EPADs at <https://eprocure.gov.pk>.

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Section-II: Instructions to Bidders (ITB)

2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The STZA , as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Successful Bidders will be expected to deliver, install/ commissioning) the services within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The STZA named in the Bid Data Sheet has received budget from the Government. The STZA intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to i.e. association of firms/companies/sole proprietor/ general order service providers, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.), except as provided hereinafter.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the STZA to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by the STZA/PPRA.
 - v) The invitation for Bids is open to all prospective Service provider, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established



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for that particular trade or business as mentioned in bid data sheet.

- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the services to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the STZA to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the STZA regarding this Bidding process; or

- xii) A Bidder may be ineligible if –
 - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation



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entailing the total or partial loss of the right to administer and dispose of the property;

- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of PPRA rules.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with PPRA rules.
 - (g) The firm, service provider and contractor is blacklisted/ debarred by any international organization.
- xiii) Bidders shall provide to the STZA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
 - xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the STZA, as the STZA shall reasonably request.
 - xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Services and Services

- i) All services/services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such services and related services.

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the STZA named in the Bid Data Sheet, hereinafter referred to as "the STZA," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.



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- 2.1.6. One person one bid**
- i) As per Rule a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
 - ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
 - iii) A Bidder, if acting in the capacity of subcontractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

- 2.2.1. Content of Bidding Documents**
- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Contract Form
 - (n) Financial Bid Form / Price Schedule



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(o) Performance Guarantee Form

(p) Check List

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

STZA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from its website or website of A. Re-confirming from the STZA that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the STZA in writing or by email at the STZA's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The STZA will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the STZA's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the STZA in writing or in electronic form that provides record of the content of communication at the STZA's address indicated in the **BDS**.
- iii) The STZA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the STZA's response will be uploaded on the website of STZA and forwarded to identified Prospective Bidders



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through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

- v) Should the STZA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the STZA. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the STZA exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the STZA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the STZA, at its discretion, may extend the deadline for the submission of Bids, in the manner similar to the original



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advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

- 2.3.1. Language of Bid**
- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the STZA shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be supplied, a brief description of the services, their country of origin, quantity, and prices.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.7 the unit prices (where applicable) and total Bid price of the services it proposes to supply under the contract.
 - ii) Prices indicated on the Price Schedule shall be Item / Module wise.
 - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the STZA and will not in any way limit the STZA's right to contract on any of the terms offered.
 - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid



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Bidder's Eligibility and Qualification

and its qualifications to perform the contract if its Bid is accepted.

- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the STZA's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the STZA's satisfaction:
 - (a) that, in the case of a Bidder offering to supply services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the services' Manufacturer or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Services Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all services and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule/Financial Bid
- iii) The documentary evidence of conformity of the services and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:



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- (a) a detailed description of the essential technical and performance characteristics of the services;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the services for a period to be specified in the Bid Data Sheet, following commencement of the use of the services by the STZA; and
 - (c) an item-by-item commentary on the STZA's Technical Specifications demonstrating **responsiveness** of the services and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the STZA in its Technical Specifications, are intended to be descriptive only and not restrictive.
- vii) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all services and related services which the Bidder proposes to deliver.**
- viii) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of services, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services during the period **specified in the BDS** following commencement of the use of the services by the STZA.
- ix) The required documents and other accompanying documents must be in English.
- 2.3.7. Bid Security**
- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
 - ii) The Bid security is required to protect the STZA against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).



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iii) The Bid security shall be in Pakistan Rupees and shall be in the following form:

(a) Pay Order (PO) valid for 180, one hundred and eighty Days, beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the STZA as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 30, thirty days after the expiration of the period of Bid validity prescribed by the STZA pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule which shall take precedence, and is as under:

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under A rule are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the STZA. A Bid valid for a shorter period may be rejected by the STZA as non-responsive.

ii) In exceptional circumstances, the STZA may solicit the Bidder's consent to an extension of the period of validity. The request



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and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with STZA on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.



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2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) The Bidder shall seal the original Bid in separate envelopes, duly marking the envelopes as "ORIGINAL". The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the STZA at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the STZA will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (c) The envelopes containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in BDS.
- vi) The inner and outer envelopes shall:



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- a) be addressed to the STZA at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- vii) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the STZA will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the STZA at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The STZA may, at its discretion and as per rule, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the STZA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- iii) Bids shall be received by the STZA at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the STZA after the deadline for submission of Bids prescribed by the STZA pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The STZA shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the STZA after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.



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2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the STZA prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under - 14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the STZA prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the STZA

- i) The STZA will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice



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contains a valid authorization to request the withdrawal and is read out at bid opening-

- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) In case of Single Stage Two Envelope Procedure, the STZA will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the STZA until the specified time of their opening.
- vi) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the STZA may consider appropriate.
- vii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read



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information by the sent Bidder's representative shall indemnify the STZA against any claim or failure to read out the correct information contained in the Bidder's Bid.

- viii) The STZA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- ix) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- x) Minutes of the Financial Bid Opening shall be recorded.

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule.
- ii) Any effort by a Bidder to influence the STZA processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the STZA on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the STZA may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the STZA shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two



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Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the STZA in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

- a) Evaluation & qualification criteria;
- b) Required scope of work or specifications;
- c) All securities requirements;
- d) Tax requirements;
- e) Terms and conditions of bidding documents.
- f) Change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the STZA on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

i) The STZA will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- ii) Arithmetical errors will be rectified on the following basis:-
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the STZA will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a



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responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law, Taxes and Duties** & mandatory Registrations/ Renewals will be deemed to be a material deviation. The STZA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not responsive, it will be rejected by the STZA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the STZA will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the STZA in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

The STZA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The STZA shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The STZA shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the STZA determines that the Bid is not responsive in accordance, it shall reject the Bid.



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2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the STZA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the STZA in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

- i) As per rule, to facilitate evaluation and comparison, the STZA will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the STZA will determine to its satisfaction whether the Bidder is qualified to perform the



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contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the STZA deems necessary and appropriate.
- iii) The STZA will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.7 to be decided by the STZA which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the STZA

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the STZA on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the STZA, it should do so in writing.
- ii) Any effort by a Bidder to influence the STZA during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule, STZA shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the STZA.



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- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule, and the same shall be addressed by the STZA well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule and the same shall be addressed by the STZA well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the STZA after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the STZA shall immediately upload the technical evaluation report on the website of A and STZA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the STZA will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.



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- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the STZA will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the STZA, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the STZA.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under -14. After that, the STZA may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule read with Principles of Procurement.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the STZA notifies the successful Bidder that its Bid has been accepted, the STZA will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule, where the STZA requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the STZA.
- iii) Where no such formal signing is required by the STZA, the STZA shall issue purchase order after the receipt of required performance guarantee, as per rule.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule, the STZA will award the contract to the successful Bidder whose Bid has been



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determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. STZA's Right to Vary Quantities at Time of Award

- i) The STZA reserves the right at the time of contract award to increase or decrease the quantity of services and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule (not more than 15%).

2.6.6. STZA's Right to Accept or Reject All Bids

- i) As per rule, the STZA reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The STZA shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the STZA rejects all the Bids under rule, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The STZA Bidders, Service providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of A, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the STZA; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to



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establish bid prices at artificial, noncompetitive levels and to deprive the STZA of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the STZA to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order service providers etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.



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Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of A, Act, 2009:

“17A. Blacklisting.— (1) A STZA may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the STZA, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a STZA, may within prescribed period prefer a representation before the Managing Director.

(4) The STZA or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule:

21. Blacklisting.—(1) The STZA may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the STZA, if the bidder or Contractor has:

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If the STZA debars a bidder or Contractor under sub-rule (1), the STZA:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.



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(3) The Managing Director may debar a bidder or Contractor of any STZA from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or STZA aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a STZA, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with:

SCHEDULE

BLACKLISTING MECHANISM OR PROCESS

1. *The STZA may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Contractor;*
 - (b) the maximum period for which the STZA proposes to debar the bidder or Contractor from participating in any public procurement of the STZA; and*
 - (c) the statement, if needed, about the intention of the STZA to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The STZA shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the STZA may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the STZA shall*



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- decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the STZA may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
 6. *The STZA shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the STZA for personal hearing.*
 7. *The STZA shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
 8. *The STZA shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
 9. *The STZA shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
 10. *The STZA shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
 11. *If the STZA wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the STZA shall specify reasons for such dispensation.*
 12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
 13. *In case of request of a STZA or representation of any aggrieved person under rule , the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
 14. *In case of representation of any aggrieved person or STZA under rule , the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the*



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proceedings. The parties may file written statements and documents in support of their contentions.

15. *In every order of blacklisting under rule , the STZA shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Volume of the services to be considered in mind

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume of the services as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the services for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.



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Section-III. Technical Specifications

3.1. Technical Specifications

Special Technology Zones Authority (STZA) is considering implementing Human Capital Management Solution, HCMS to meet with current and future needs in light of its Human Resources and Administration.

In the era of digitalization, it is imperative to have a digital solution on hand that serves as one stop point for data, database, and service. Keeping this as strategic direction for both short- and long-term development, a solution is required serving as self-service portal to the employees; in order to reduce cost and increase efficiency of day-to-day operations, HCMS is required to integrate, the many independent tasks, functions and ensuring fast track access to employees and Management through a dashboard.

Keeping in view the business & operational requirements for HR & Administration for 100 employees, scaling will be required with business need, scope, and growth in future, HCMS is required to maintain different parameters of Talent life cycle from Talent acquisition to the Separation around the following modules:

3.1 Module Details:

Phase-I (Implementation;0 to 60 Days)

- Attendance & Leave Management
- Payroll Management
- Expense management
- Talent Acquisition / Recruitment
- Self Service Portal
- Help Desk / Task Management
- Performance Management

Phase-II (Implementation; post 90 Days based on requirement)

- HR Letters / Documents
- HR Dashboard
- Headcount / Position Management
- Employee Separation
- Training Management
- Travel Module
- Reporting Module



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3.2 Module Description:

<p>Attendance & Leave Management</p> <ul style="list-style-type: none"> i) Capability to manage employee attendance on system, A one-window solution, with a complete attendance module and Integration of Existing Fingerprint and Biometric Devices (MB40 - VL/ID) for Inputs and fingerprint (<i>face recognition</i>) Device. ii) Employees can edit manually using online application with intimation to line manager. iii) Overtime, late arrivals & early departure reports. iv) Tracks both standard and actual hours by activity code for analysis purposes. v) Policy-based leave entitlements. vi) First in Last Out Attendance Reports vii) Employee wise yearly leave records with Prorated leave balances. viii) <i>Generate Reports for attendance & Leaves.</i> ix) Supports leave types <i>and Employee Leave record.</i> x) <i>Dashboard and reporting (Leave balance report & leave register.)</i> 	<p><i>Must</i></p>
<p>Payroll Management</p> <ul style="list-style-type: none"> i) Ensures payroll system reflects appropriate earnings and deduction codes based on company benefits and compensation structures. ii) Employee payroll reporting through the system. iii) Application should manage Payroll breakup (Tax, Allowances etc). iv) Systematic payroll authorization as per approval Matrix. (should be available in 6 months' time from implementation). v) Track and view Incremental changes and impact. vi) Can produce customized Digital Payslips also generate emails to employees with Salary slip in PDF format as an attachment. vii) Employees can access their Annual Tax Certificates after 30th June of every year. viii) Provides automatic gross up calculation for earnings. ix) Delivers all federal and provincial and local earnings tax categories. x) Complete Provident Fund Management Solution xi) Complete Gratuity Fund Management Solution xii) Calculates and initiates off-cycle/special payments (e.g., signing bonus, annual bonus). xiii) Allows for deductions and earnings to be scheduled in the payroll calendar. xiv) Provides an unlimited number of deduction and earnings codes to be managed. 	<p><i>Must</i></p>



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<p>xv) Automatically accumulates deductions and earning by:</p> <ul style="list-style-type: none"> a) Fiscal-year-to-date b) Year-to-date c) Month-to-date d) Last payroll 	
<p>Expense management</p> <ul style="list-style-type: none"> i) Digital Expense claim / Create expense types (Digital Medical claim). ii) Expense claims request and approval iii) Set up Expense Policy: Employee/Group & Expense wise periodic limits for claims. iv) Reimbursement of approved expense claims through expense claim module / System. v) Expense claim summary & detail reports vi) Expense upload feature using an Excel template. 	<i>Must</i>
<p>Recruitment</p> <ul style="list-style-type: none"> i) End to end recruitment ii) Applicant data base, Job opening will include education and skill requirements. iii) Track candidates from application to onboarding. iv) Short listing candidates for hiring via key words, Interview calls and evaluations. v) Generates reports on all fields that exist in the database. vi) Posts internal and external jobs to company Internet site and company intranet site with effective dates. 	<i>Must</i>
<p>HR Dashboard</p> <ul style="list-style-type: none"> i) Self Service Dashboard with all historical data is viewable and reportable. ii) Role based security and level wise administrator and user rights. iii) Generates organization chart without requiring the user to make any changes. iv) Structures the organization chart based on the reporting relationships defined for each employee. 	<i>Must</i>
<p>Headcount / Position Management:</p> <ul style="list-style-type: none"> i) Provides position management reports by different organizational levels. ii) Stores unlimited history of changes recorded to the position record. iii) Tracks unlimited history of changes to employee position assignments. iv) Tracks multiple position assignments for an employee. 	<i>Must</i>
<p>Employee Separation</p> <ul style="list-style-type: none"> i) Design various types of questions and answers for exit Interviews. ii) View and Access previous employee resignation list. iii) Employee resignation initiation and approval process iv) Apply exit interview requests & exit interview review v) Complete record of exit interview evaluations 	<i>Must</i>
<p>Training Management</p>	<i>Must</i>



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<ul style="list-style-type: none"> i) Training Calander recording and reporting / Tracks employee licenses and certification and expiration dates. ii) Skill Categories, Manages Position and required Skill Matrix iii) Complete Tracks of training need assessments, Training records and Post Training Evaluations. iv) Department wise Training calendar v) Role based security, Web based user-friendly interface. vi) Email reminders for due training. 	
<p>Help Desk (Ticket Lock Mechanism) Task Management</p> <ul style="list-style-type: none"> i) Provide an overview of your customer support and Help Desk services (Vendor Side). ii) Task tracking via system generated tickets. iii) Training on new release of application, or updates in versions of Application. 	<i>Must</i>
<p>Travel Module</p> <ul style="list-style-type: none"> i) Manages travel workflow and authorizations (with level wise with Custom Approval Mechanism) ii) Configurable workflow for multilevel approvals iii) Travel calendar online and reports. iv) Tracks department wise travel costs v) Email reminder for document expires i.e. passport & visa. vi) Travel calendar department wise. vii) Web based user-friendly interface. viii) Active directory based (reporting relationships) user authentication. ix) Specific print format output after approvals 	<i>Must</i>
<p>Performance Module (Appraisals)</p> <ul style="list-style-type: none"> i) Tracks employee previous performances and completed performance reviews be attached to an employee record? ii) Any other performance appraisal system can be integrated with your Solution. iii) Customizable key performance indicator (KPI) setups and grouping. iv) Multiple questionnaire templates for managerial and non-managerial staff can be generated. v) Multiple reviewers and corresponding weights can be configured. vi) Tracks performance review status and dates (e.g., complete, incomplete). vii) Configurable performance scoring and increment policy viii) Records information for replacement planning, indicating possible new position for the employees. 	<i>Must</i>
<p>HR Letters</p> <ul style="list-style-type: none"> i) Self Service support for General employee letters. ii) Letter template generation. iii) Document uploading. 	<i>Must</i>



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<ul style="list-style-type: none"> iv) Secure storage of documents v) HR to produce Experience letter, employment letter and NOC and similar letter using system data. 	
<p>Reporting Module (report writing capability)</p> <ul style="list-style-type: none"> i) Generates related reports on all fields that exist in the data dictionary. ii) Provides standard report capabilities. iii) Provides ability to schedule standard reports. iv) Provides ability to set up and run batch reports. v) Payroll Reports: <ul style="list-style-type: none"> a) Complete Payroll Trail (Monthly / Annually) b) Variance Analysis Report (Monthly / Annually) c) Employee Total Earnings/ Deductions Details (Monthly/ Annually) d) Negative Payroll Alert e) Capping on Maximum Payroll Amount f) Head Count Report (Monthly) 	<i>Must</i>
Implementation	
<p>Data Encryption: All data transmitted between users and the SaaS application, as well as data stored within the application, be encrypted using strong encryption protocols (e.g., SSL/TLS) and other database encryption protocols. (Please attach proof.)</p>	<i>Must</i>
<p>Access Controls Need robust access controls, including user authentication (e.g., multi-factor authentication), role-based access control (RBAC), and permissions management to ensure that only authorized individuals have access to sensitive HR data. (Please attach proof.)</p>	<i>Must</i>
<p>Data Residency and Compliance Data must be stored within specific geographic regions to comply with the GoP "Cloud First Policy".</p>	<i>Must</i>
<p>Security Certification The SaaS provider comply with relevant industry standards and certifications (e.g., ISO 27001, SOC 2) for data security and privacy. (Please attach proof.)</p>	<i>Must</i>
<p>Data Backup and Disaster Recovery The SaaS provider must have regular data backup procedures and have robust disaster recovery measures in place to minimize the risk of data loss in the event of hardware failure, natural disasters, or cyber-attacks. (Please attach proof.)</p>	<i>Must</i>
<p>Data Portability Solution must support easy migration of data in and out of the system, ensuring that STZA maintain control over the data throughout its lifecycle and can easily transfer data to another provider when required. (Please attach proof.)</p>	<i>Must</i>
<p>Data Segregation Ensure that data belonging to different clients (multi-tenancy) is securely segregated within the SaaS application to prevent unauthorized access or data leakage between clients. (Please attach proof.)</p>	<i>Must</i>



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<p>Security Audits and Monitoring SaaS Provider to conduct regular security audits and vulnerability assessments of their systems and provide transparency into their security practices. (Please provide last two vulnerability assessment reports.)</p>	<p><i>Must</i></p>
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Section-IV: Bid Data Sheet

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name Special Technology Zones Authority (STZA) The subject of procurement is: [Cloud based solution for Human Capital Management System (HCMS) for STZA. Period for delivery of services: Cloud based services on yearly subscription model. . Commencement date for delivery of Services: <i>immediately after signing the contract</i>
2.	2.1.2	Financial year for the operations of the STZA: [2023-24 Financial year] Name of Project: Cloud based solution for HCMS (Human Capital Management System) Name of financing institution: Government Name and identification number of the Contract: STZA/HCMS/HR/JAN/2024
3.	2.3.6(iii)	Demonstration of authorization by manufacturer: <i>Not Required</i>
B. Bidding Documents		
4.	2.2.2	The address for clarification of Bidding Documents is Mehwish.igbal@stza.gov.pk
5.	2.2.2	Pre-bid meeting will not be required.
6.	2.3.9	The number of bidding documents to be completed and returned is in one original



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C. Bid Price, Currency, Language and Country of Origin		
7.	2.3.1	<i>Bid language must be ENGLISH.</i>
8.	2.3.4	The price quoted shall be in Pakistani Rupee (PKR).
9.	2.3.4	Price shall be fixed.
D. Preparation and Submission of Bids		
9.	2.1.3	
<p>Qualification Criteria/Knock down criteria.</p> <p><i>[Requirement for a minimum requirement for a Bidder to participate in the Bidding process which, may include but not limited to the following: -</i></p> <ul style="list-style-type: none"> i. <i>Minimum 8 years of operation in application management and software development. (certificate of incorporation)</i> ii. <i>Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer (Attach Proof)</i> iii. <i>Affidavit (On stamp paper of worth Rs. 100/- and not older than 3 months) to the effect that:-</i> <ul style="list-style-type: none"> • <i>Bidder is not currently blacklisted by the PPRA.</i> • <i>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i> • <i>The provided information is correct.</i> iv. <i>Bid bond in the form of Pay Order of Rs.144,000/- (Attach bid bond with technical proposal).</i> 		
10.	2.2.2	<p>Bid shall be submitted to:</p> <p>Mehwish Iqbal Manager Procurement Special Technology Zones Authority 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p> <p>Bidders are also required to submit their proposal on EPADs at https://eprocure.gov.pk. In case a bid is not submitted on EPADs, it will not be accepted by the company in hard form.</p>
11.	2.4.2	The deadline for Bid submission is



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		<p>a) Day : <i>Monday</i></p> <p>b) Date: 3rd June 2024</p> <p>Time: <i>1100 hrs.</i></p>
12.	2.5.1	As Above
13.	2.6.2	Amount of Performance Guarantee is: Performance guarantee will be equal to 10% of annual quoted fee in the form of pay order and valid till implementation of the respective modules. Validity of Pay Order will be of 180 days initially and will be valid until the expiry of contract. Vendor will, 15 days prior to expiry of Pay Order, submit the extended Pay Order.
14.	2.3.8	Amount of Bid security is: <i>Rs.144,000/- in the form of pay order and must be submitted with technical bid.</i>
15.	2.3.9	Bid validity period after opening of the Bid is: 90 days Bid Validity will be of 90 days initially from the date of Financial Bid Opening and can be extendible in terms of bid validity period as well as bid bond and security, bidders who will not agree to extend the bid validity, will be considered ineligible.
16.	2.3.9	Number of copies of the Bid to be provided are: Zero Only original bid is required.
E. Opening and Evaluation of Bids		
17.	2.5.1	<p>The Bid opening shall take place at:</p> <p>Special Technology Zones Authority 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p> <p>Day : <i>Monday</i></p> <p>Date: <i>3rd June 2024</i></p> <p>Time : <i>1130 hrs.</i></p>



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18.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pakistani Rupees (<i>PKR</i>)
F. Bid Evaluation Criteria		
19.	2.5.8	Criteria to Bid evaluation.

Sr. No.	Description	Category Points	Grand Total Points	Documents Required
1	Implementation Plan (Schedule)		05	
1.1	Within 60 days with required services (full marks)	05		Tentative implementation plan
1.2	Over 60 – 65 days	04		
	Over 65 - 70 Days	03		
	Over 70 -75 Days	02		
	Over 75 - 80 Days	01		
	Over 80 Days	00		
2. Company Profile, Experience & International Certifications if any.			15	
2.1	Minimum 8 years of operation in application management and software development. E.g.: Three (03) mark will be awarded for eight (8) year. • Maximum marks may be awarded, if the firm has 10 years or more relevant experience.	05		Clients GST invoices and proof of payments. Certificate of incorporation. Purchase orders / supply orders / completion certificates must be attached
2.2	Membership / Registration with PSEB	05		Registration proof or certificate
2.3	Remote / Local support capabilities throughout the year.	05		Share proof of office location
3. Technical Expertise			20	
3.1	Capability (self-deployment) to depute the software on the cloud services for speed and efficiency.	05		At least 5 Software Hosting proofs Deployment Proof



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3.2	Data Safety and Security capabilities (>4 Projects)	05		Documentary proof of the security and encryption of the data for at least 5 clients.
3.3	Local Cloud storage availability	05		Company self-owned Cloud storage details hosted within Pakistan
3.4	List of Clients	05	-	List of at least 5 Multinational or Government clients whom the services are provided with financial proofs
4	Experience with Govt / Semi Govt / Autonomous bodies		10	Copies of work orders with Govt / semi Govt organizations. Annual Audit Report
4.1	1–5 years' experience, at least 05Million PKR worth of business (5 marks will be awarded)		-	
4.2	6–10 years experience, at least 10Million PKR worth of business. (full marks)		-	
5	Relevance Legal Contractual Experience	-	10	Copies of work orders, Letters or legal documents
5.1	1-5 Clients	03	-	
5.2	>5 Clients	07	-	
6	Human Resource		05	Organizational Structure with job roles. Profiles of minimum 05 Functional consultant or Technical consultant. List of staff will be provided by Bidder with necessary details. (The proof of registration with EOBI etc. may be
6.1	Number of white collar staff 15-25 (05 Marks will be awarded)			
6.2	Number of white-collar staff >25 Profiles of minimum 05 Functional consultant and technical consultant in total. (full marks will be awarded)			



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				obtained.)
7	Financial Status		15	Copies of last 5 years tax returns, Back account certificate & Bank statement
	Annual Turnover (last 3 years) If the total annual turnover indicated in audit report/tax return of last three years is equal or above PKR: 20 million then maximum allocated marks will be awarded. If total turnover during last three years is upto PKR 5 Million = 3 marks If total turnover during last three years is upto PKR 10 Million= 5 marks If total turnover during last three years is upto PKR 15 Million= 8 marks If total turnover during last three years is upto PKR 20 Million or above = 15 marks			Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded.
7. Tax Return			10	
7.1	Last three years Sales Tax paid form (mandatory)	03		
7.2	Less than Three Years Sales Tax Paid Form	02		
7.3	Satisfactory Bank Account Certificate	02		Back certificate
7.4	Bank Statement worth >5 million for last two financial years.	03		Bank statement
8. User Interface and Dashboard			10	User access/link to use the system
Link to software with dummy user to access different modules of the software/solution. * Please note to make the link available for at least 10 working days after bid opening meeting to evaluate it.				
8.1	Ease of use/User Friendly and module manuals availability (videos of modules; usage of the software; or *pdf handouts	07		
8.2	Reliability of system without high dependence and continuous support of service provider.	03		
		Total	100	



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Note: Absence of any required document will lead to zero marks in that specific area.
Only the Bids securing minimum **70%** marks would be declared technically accepted.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: [<i>not more/ less than 15%</i>].
2.6.2	The Performance Guarantee shall be: Performance guarantee will be equal to 10% of annual quoted fee in the form of pay order and valid till implementation of the respective modules.
2.6.2	The Performance Security shall be in the form of: Pay Order. Validity of Pay Order will be of 180 days initially and will be valid until the expiry of contract. Vendor will, 15 days prior to expiry of Pay Order, submit the extended Pay Order.



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Section-V: General Conditions of Contract

General Conditions of Contract may be as follows:

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the STZA and the Service provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Services" means all of the equipment, machinery, and/or other materials which the Service provider is required to supply to the STZA under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service provider covered under the Contract.
- (a) "GCC" means the General Conditions of Contract contained in this section.
- (b) "SCC" means the Special Conditions of Contract.
- (c) "The STZA" means the organization purchasing the Services & Services, as named in SCC.
- (d) "The STZA's country" is the country named in SCC.
- (e) "The Service provider" means the Bidder or firm supplying the Services and Services under this Contract.



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(f) “The Project Site,” where applicable, means the place or places named in SCC.

(g) “Day” means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules.

3.2. For purposes of this Clause, “origin” means the place where the Services were mined, grown, or produced, or from where the Services are supplied. Services are produced when, through, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Services is distinct from the nationality of the Service provider.

4. Standards

4.1. The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Services’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the STZA.

5.1. The Service provider shall not, without the STZA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the STZA in connection therewith, to any person other than a person employed by the Service provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service provider shall not, without the STZA’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the STZA and shall be returned



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(all copies) to the STZA on completion of the Service provider's performance under the Contract if so required by the STZA.

5.4. The Service provider shall permit the STZA to inspect the Service provider's accounts and records relating to the performance of the Service provider and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Service provider shall indemnify the STZA against all third-party claims of infringement of patent, trademark, or design rights arising from use of the Services or any part thereof in the STZA's country.

7. Performance Guarantee

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the STZA the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the STZA as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.

7.3. As per Rule, the performance guarantee shall be denominated in the currency of the Contract acceptable to the STZA and shall be in the following form:

- (a) Pay Order (PO). Validity of Pay Order will be of 180 days initially and will be valid until the expiry of contract. Vendor will, 15 days prior to expiry of Pay Order, submit the extended Pay Order.

7.4. The performance guarantee will be discharged by the STZA and returned to the Service provider not later than thirty (30) days following the date of completion of the Service provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8 Delivery and Documents

8.1. Delivery of the Services shall be made by the Service provider in accordance with the terms specified in the Schedule of Requirements.



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8.2. Upon delivery, the STZA shall give receiving certificate to the service provider with the statement that, “completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the service provider to put up the bill”.

8.3. Documents to be submitted by the Service provider are specified in SCC.

9. Payment

9.1. The method and conditions of payment to be made to the Service provider under this Contract shall be specified in SCC.

9.2. The Service provider’s request(s) for payment shall be made to the STZA in writing, accompanied by an invoice describing, as appropriate, the Services delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

9.3. Payments shall be made promptly by the STZA, but in no case later than thirty (30) days after submission of an invoice or claim by the Service provider, provided the work is satisfactory.

9.4. The currency of payment is Pakistani Rupees [PKR]

10. Prices

10.1. Prices charged by the Service provider for Services delivered and Services performed under the Contract shall not vary from the prices quoted by the Service provider in its Bid, with the exception of any price adjustments authorized in SCC.

11. Change Orders

11.1. The STZA may at any time, by a written order given to the Service provider pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Services to be furnished under the Contract are to be specifically manufactured for the STZA;
- (b) the place of delivery; and/or



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(d) the Services to be provided by the Service provider.

11.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service provider's receipt of the STZA's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of -14 should be violated.

12. Contract Amendments

12.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

13. Assignment

13.1. The Service provider shall not assign the whole of contract to anybody else.

14. Delays in the Service provider's Performance

15.1. Delivery of the Services and performance of Services shall be made by the Service provider in accordance with the time schedule prescribed by the STZA in the Schedule of Requirements-

15.2. If at any time during performance of the Contract, the Service provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service provider shall promptly notify the STZA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, the STZA shall evaluate the situation and may at its discretion extend the Service provider's time for performance, **with or without liquidated damages**, in which case the extension shall be ratified by the parties by amendment of Contract.



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15.3. Except as provided under GCC Clause 25, a delay by the Service provider in the performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

15. Liquidated Damages

16.1. Subject to GCC Clause 25, if the Service provider fails to deliver any or all of the Services or to perform the Services within the period(s) specified in the Contract, the STZA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the STZA may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under A rules.

16. Termination for Default

16.1. The STZA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate this Contract in whole or in part:

- (a) if the Service provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the STZA pursuant to GCC Clause 22;
- (b) if the Service provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service provider, in the judgment of the STZA has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The A Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in A, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the STZA; or misrepresentation of facts



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in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the STZA of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the STZA to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

16.2. In the event the STZA terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the STZA may procure, upon such terms and in such manner as it deems appropriate, Services or Services similar to those undelivered, and the Service provider shall be liable to the STZA for any excess costs for such similar Services or Services.



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However, the Service provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

18.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the STZA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the STZA and the Service provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

18.3. If a Force Majeure situation arises, the Service provider shall promptly notify the STZA in writing of such condition and the cause thereof. Unless otherwise directed by the STZA in writing, the Service provider shall continue to perform its obligations 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. Termination for Insolvency

19.1. The STZA may at any time terminate the Contract by giving written notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the STZA.

19. Termination for Convenience

20.1. The STZA, by written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the STZA's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.



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20.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service provider's receipt of notice of termination shall be accepted by the STZA on the Contract terms and prices. For the remaining Services, the STZA may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Service provider an agreed amount for partially completed Services and Services and for materials and parts previously procured by the Service provider.

20. Resolution of Disputes 21.1. After signing the contract or issuance of purchase order, The STZA and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the STZA and the Service provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rules and in accordance with Arbitration Act-1940.

21. Governing Language 22.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law 23.1. The Contract shall be interpreted in accordance with the laws (Pakistan) unless otherwise specified in SCC.

23. Notices 24.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.



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24.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

25.1. Service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services & Services to the STZA. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the STZA as the case may be.



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Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Confidentiality & Data Protection

- 1.1.1. 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 STZA data uploaded onto the software, employee information, 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.
- 1.1.2. Any subcontractor and/or third party appointed by the Service Provider subject to the prior written approval by STZA, shall abide by all the confidentiality obligations of this Agreement and shall sign a non-disclosure agreement in this regard with a signed copy provided to STZA for its record.
- 1.1.3. 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.
- 1.1.4. The Service Provider shall have necessary security protocols and encryption mechanisms in place to ensure that there is no data breach in relation to the data of STZA that is provided to the Service Provider under this Agreement. The Service Provider shall notify STZA in writing as soon as commercially practicable, however no later than forty-eight (24 hours, after the Service Provider has either actual or constructive knowledge of a breach which affects STZA’s data (an “Incident”). The Service Provider shall have actual or constructive knowledge of an Incident if the Service Provider knows there has been an



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Incident or if the Service Provider has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The Service Provider shall promptly take appropriate action to mitigate such risk or potential problem at its own expense. In the event of an Incident, the Service Provider shall, at its sole cost and expense, restore all confidential information and data, to as close its original state as practical and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable. The Service Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

1.2. Indemnity

- 1.2.1. The Service Provider hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless STZA 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 Service Provider 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 Service Provider of any of its representations, warranties or covenants contained in this Agreement.

1.3. Assignment and Benefit of Agreement

- 1.3.1. The Service Provider 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.
- 1.3.2. 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 any person with prior intimation to the Service Provider, without affecting any rights of Service Provider hereunder.
- 1.3.3. 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.



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1.4. Prices

1.4.1 Pricing of each module of Phase-I and Phase-II shall be quoted separately and inclusive of all applicable taxes. For Phase-II, STZA may select the modules for subscription on a need basis.

1.5. Payment for Services

The payment of Consideration shall be in the following manner:

1.5.1. For Phase-I, yearly subscription payment will be made upon successful implementation of all stated modules of Phase-I subject to confirmation of STZA's subscription to the required modules. ;

For Phase-II, yearly subscription payment shall be made upon successful implementation of each requested module subject to confirmation of STZA's subscription to the required modules.

1.5.2. The annual subscription pricing shall be fixed for minimum three years. After three years, the subscription price may be increased by up to 20% for every next three years period.

Note: NDA will be signed on signing of the contract.



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Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Name **Description** **Volume** **Delivery schedule**
in weeks/months from _____

Name	Description	Volume	Delivery schedule in weeks

[To be signed & stamped by the Services Provider and reproduced on the letter head. To be attached with the Technical Bid.]

Date: _____

To: *[name and address of STZA]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be



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ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the STZA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/services shall be made part of the bid.
- d) Any other document required by the STZA not inconsistent with -14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.



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- c) Copy of bid security form along with copy of financial instruments *i.e. Pay Order (PO)* valid for 180 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.8**.
- d) Any other document required by the STZA not inconsistent with -14.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.7**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.8**) along with Original financial instrument *Pay Order (PO)* valid for (180) Days, beyond the validity of Bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Service provider	Amount and Currency
--------------------------------------	---------------------

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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Section-VIII: Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the STZA, pursuant to ITB Clause 2.3.8

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections pursuant to ITB Clause 2.5.6 and GCC Clause 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

The **Performance Guarantee**, Only the successful Bidder will be required to provide Performance Guarantee. This price shall be fixed as quoted.



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8.1 Bid Form

[To be signed & stamped by the Services Provider and reproduced on the letter head. To be attached with the Technical Bid.]

Date: _____

To: *[name and address of STZA]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the STZA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- e) Complete bidding document (without filling) signed and stamped by the bidder
- f) all the forms relevant to the technical and financial bids (clearly indicated on each form)



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- g) All the required documents establishing eligibility of bidders/services shall be made part of the bid.
- h) Any other document required by the STZA not inconsistent with -14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

- e) Complete bidding document (without filling) signed and stamped by the bidder
- f) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- g) Copy of bid security form along with copy of financial instruments *[to be decided by the STZA i.e. Pay Order (PO) valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form 8.8.*
- h) Any other document required by the STZA not inconsistent with -14.

Financial bid includes the following:-

- d) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- e) Price schedule / financial form (as per **form 8.7**) to be reproduced on the letter head of the bidder duly signed and stamped.
- f) Original Bid security form (as per **form 8.8**) along with Original financial instrument *Pay Order (PO) valid for (180) Days, beyond the validity of Bid.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of services provider	Amount and Currency
---------------------------------------	---------------------



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(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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8.2. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Constitution/ Legal Status:
3.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
4.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
5.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
6.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

Yes	No
-----	----

b) Details of Experience (Last ____ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----



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8.3. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

		Particulars		
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	



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8.4. Affidavit

[To be printed on PKR 100 Stamp Paper not older than 3 months to the effect that, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of STZA]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of STZA]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the STZA.
- (ii) The documents/photocopies provided with Bid are authentic. In case any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

[Name of the Contractor/ Bidder/ Service provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company.

Title of Officer: _____

Name of Company: _____

Date: _____



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8.5. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the STZA]

WHEREAS (Name of the Contractor/ Service provider) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. ***[Please insert details]***.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____



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8.6. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the _____ day of _____ 20____ between *[name of STZA]* of *[country of STZA]* (hereinafter called “the STZA”) on the one part and *[name of Service provider]* of *[city and country of Service provider]* (hereinafter called “the Service provider”) on the other part:

WHEREAS the STZA invited Bids for certain services and ancillary services, viz., *[brief description of services and services]* and has accepted a Bid by the Service provider for the supply of those services and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract; and
 - (e) the STZA’s Notification of Award.
 - (f) Contract agreement
 - (g) Complete Bidding document
3. In consideration of the payments to be made by the STZA to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the STZA to provide the services and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The STZA hereby covenants to pay the Service provider in consideration of the provision of the services and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the STZA)

Signed, sealed, delivered by _____ the _____ (for the Service provider)



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8.7. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Sr. No.	Item name	Specifications	Country of Origin	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)

Total Bid value (against which a Bid shall be evaluated) in figure.
Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____



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8.8. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of STZA]* (hereinafter called “the STZA”) in the sum of for which payment well and truly to be made to the said STZA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the STZA during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the STZA up to the above amount upon receipt of its first written demand, without the STZA having to substantiate its demand, provided that in its demand the STZA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]



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Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is an essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	Rs. 144,000/-Bid Security must be submitted with technical proposal in the form of Pay Order.		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN) at least two years old		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Financial Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
6.	Bid Security Form (as per form 8.8 of Bidding documents) on letter head of the firm, duly signed and stamped.		
7.	Performance Guarantee Form (as per form 8.5 of Bidding documents) on letter head of the firm, duly signed and stamped.		
8.	General Information Form (as per form 8.3 of Bidding documents) on letter head of the firm duly signed and stamped.		
9.	Affidavit (as per form 8.4) on non-judicial Stamp Paper of Rs. 100/-not older than 3 months to the effect that: (i) The firm is not currently blacklisted by the PPRA. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. Affidavit for correction of information Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10.	i. Work order / supply order / purchase order of previous relevant experience of Last 8 Years ii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year).		



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	iii. Bidders profile Form (as per form 8.2 of Bidding documents) on letter head of the firm, duly signed and stamped.		
--	--	--	--

Stamp & Signature of Bidder _____



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FORM OF NON-DISCLOSURE AGREEMENT (INDICATIVE ONLY)

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 “**Discloser**” 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 “**Receiver**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(The Discloser and the Receiver are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

RECITALS:

WHEREAS:

- A. The Discloser, 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 Parties are entering into discussions regarding [insert purpose of engagement/NDA] (hereinafter referred to as the “**Permitted Purpose**”);
- C. The Discloser wishes to disclose certain Confidential Information (as defined below) concerning the business and activities of the Discloser to the Receiver during the course of the dealing between the Parties, and is desirous of ensuring that such Confidential Information remains confidential and is not used by the Receiver for any purpose other than as specified herein;



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- D. This Agreement sets out the terms upon which the Discloser agrees to provide the Receiver with such Confidential Information.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

Authorised Recipient means:

- (a) The Receiver's officers and employees who need to have access to the Confidential Information (as defined below); and
- (b) Any third party in relation to whom the Receiver has obtained the Discloser's prior consent (such consent may be granted at the Discloser's sole discretion) to disclose Confidential Information;

Confidential Information means:

- (a) any and all information, know-how, experience or material, whether technical, commercial, financial, or otherwise, in the Discloser's possession (whether actual or imputed) or related to the Discloser, or shared in relation to the course of engagement of the Receiver with the Discloser, in whatever form including, without limitation, written, oral, visual or electronic, or on tape or disk (whether or not owned or developed by the Discloser), which the Receiver may obtain knowledge of, directly or indirectly, through or as a result of access to the premises of the Discloser, or through discussions and communications with the directors, employees, officers, agents, representatives, consultants, and/or professional advisers of the Discloser; and
- (b) any data of whatsoever nature prepared by the Receiver on the Discloser's behalf which may contain or otherwise reflect 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 Receiver is not in the public domain but subsequently comes into the public domain, other than as a result of a breach by the Receiver or by an Authorised Recipient; (b) is independently developed by the Receiver; (c) the Receiver lawfully obtains from any third party who has lawfully obtained such information; or (d) is published or generally disclosed to the public by the Discloser .

Relevant Person has the meaning given in Clause 7.

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).



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2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiver hereby undertakes 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 purposes specified herein 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 Discloser's prior written consent;
- (f) not to seek disclosure of any information from the officers, employees or professional advisers of the Discloser or to make unsolicited contact with, or enquiries of, the Discloser any of its officers, directors, employees or professional advisers relating directly or indirectly to the business of the Discloser, without the prior written consent of a duly authorised representative of the Discloser;
- (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 Discloser; and
- (i) not create and/or store any copies of the Confidential Information of any kind, without the prior written approval of the Discloser.

2.2 The Receiver 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 Receiver.



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3. PERMITTED DISCLOSURE

The Discloser agrees that the Receiver may disclose Confidential Information:

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

4. RETURN OF CONFIDENTIAL INFORMATION AND COPIES

If the Discloser requests in writing at any time, the Receiver shall:

- (a) promptly return to the Discloser all Confidential Information (i) supplied by the Discloser to the Receiver or to an Authorised Recipient or (ii) prepared by the Receiver for the Discloser or the 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 Receiver 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 Discloser;

in each case save to the extent that the Receiver is required to retain any such Confidential Information or copies by any applicable law, rule or regulation, as intimated to the Discloser.

5. INDEMNITY

The Receiver shall indemnify, defend and hold the Discloser harmless against any actions, claims, costs, loss, liabilities, expenses or damage it may suffer or incur as a result of a breach of this Agreement by either Receiver under this Agreement.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION; NO LICENCE

- 6.1 The Confidential Information shall remain the sole property of Discloser.
- 6.2 All copyright and other intellectual property rights in and relating to the Confidential Information and belonging to Discloser will remain their sole property.
- 6.3 The Receiver agrees that no right or licence is granted to it 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



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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; 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 Discloser 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 Receiver or any Authorised Recipient; and
 - (c) may apply to (and the Receiver 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



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jurisdiction to determine all disputes arising in respect of any matter arising out of or in connection with this Agreement.

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

SPECIAL TECHNOLOGY ZONES	SIGNATURES
AUTHORITY	
through its authorized signatory	
Name:	
Designation:
CNIC No.:	
[Insert Name of Applicant Company]	
through its authorized signatory	
Name:
Designation:	
CNIC No.:	
In the presence of signature of	
WITNESSES	
Name:
Address:	
CNIC No.:
Name:	
Address:	
CNIC No.:	