



SPECIAL TECHNOLOGY ZONES AUTHORITY

CABINET DIVISION

### **Request For Proposal**

#### **“Procurement of VMware vSphere (Essential Plus or Alternate)”**

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 “**Procurement of VMware vSphere (Essential Plus or Alternate)**”. 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](http://www.ppra.org.pk) and 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 20<sup>th</sup> January 2025 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. 20<sup>th</sup> January 2025 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

#### **BIDDING DOCUMENTS FOR PROCUREMENT OF VMWARE VSPHERE (ESSENTIAL PLUS OR ALTERNATE)**

Sealed Bids are invited from the services providers, 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 20<sup>th</sup> January 2025 at **1100 hrs 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. **100,000 (PKR)** in the form of Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day 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 120 days.

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](http://www.stza.gov.pk), website of Public Procurement Regulatory Authority [www.ppra.org.pk](http://www.ppra.org.pk) and 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 VI- Schedule of Requirements. Successful Bidders will be expected to deliver 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 service provider companies/Firms/Sole-Proprietor, 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.
- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established 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



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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

vii) 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 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;



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- (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, supplier and contractor is blacklisted/ debarred by any international organization.

viii) Bidders shall provide to the STZA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

- ix) Bidders shall provide such evidence of their continued eligibility satisfactory to the STZA, as the STZA shall reasonably request.
- x) 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**

- i) All 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.

#### **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.

#### **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.



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- 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) Purchase Order with Terms and Conditions
  - (f) Schedule of Requirements
  - (g) Bid Form
  - (h) Bidder Profile Form
  - (i) General Information Form
  - (j) Affidavit
  - (k) Bid Security Form
  - (l) Financial Bid Form / Price Schedule
  - (m) Performance Guarantee Form
  - (n) 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 PPRA. Re-confirming from the STZA that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.





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#### 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 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.

#### 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



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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 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 7.6 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 package 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.



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- 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 Bidder's Eligibility and Qualification**
- 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 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 the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (b) 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 Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) 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 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 to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the services;
- (b) an item-by-item commentary on the STZA's Technical Specifications demonstrating **responsiveness** of the services to those specifications, or a statement of

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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.
- v) **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 which the Bidder proposes to deliver.**
- vi) 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 2.3.7. (vii).
- 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 2.3.7 (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:



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- 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 and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 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 initiated by the authorized person for signing the Bid.



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- 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.

## 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:



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- 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:
- 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.
  - 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**.



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#### 2.4.3. Late Bids

- 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.

#### 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, pursuant to the ITB Clause 2.3.7 (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.





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- 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 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



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to send a representative or to point out any un-read 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 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



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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 Supplier 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 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 2.3.7), **Applicable Law, Taxes and Duties** & mandatory Registrations/ Renewals will be deemed to be a material



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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** 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 VI – 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.

#### **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;



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- 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 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.



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- 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 7.6 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.
  - 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



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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 PPRA 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.
- 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 2.3.7 (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

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and forfeiture of the Bid security along with other remedies available. 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 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 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.





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#### 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, Suppliers, 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 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*

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*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 suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**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) A 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) A 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:



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*(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 a 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.*

*(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*



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- (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 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.*

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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 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

Proposals are solicited with the following minimum requirements.

#### Technical Evaluation Criteria

<b>Sn</b>	<b>Item Description</b>	<b>Qty</b>	<b>Requirement</b>
1	VMware Essential Plus	1	MUST
OR			
<b>Sn</b>	<b>Item Description</b>	<b>Qty</b>	<b>Requirement</b>
1	vCenter Standard	1	MUST
2	vSphere Standard (Core Based)	80	MUST

Please attach compliance sheet for the above-mentioned table.

## Section-IV: Bid Data Sheet

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	2.1.1	Name Special Technology Zones Authority (STZA) The subject of procurement is: <u>Procurement of VMware vSphere (Essential Plus or Alternate)</u> Period for completion of project: 3 weeks Duration of the Contract/ PO will be 01 year. Commencement date for completion of project: Immediate
2.	2.1.2	Financial year for the operations of the STZA: 2024-2025 Name of Project: <u>Procurement of VMware vSphere (Essential Plus or Alternate)</u> Name of financing institution: Government of Pakistan  Name and identification number of the Contract: <u>Procurement of VMware vSphere (Essential Plus or Alternate)</u>
3.	2.3.6(iii)	Demonstration of authorization by manufacturer: <i>not required</i>
<b>B. Bidding Documents</b>		
4.	2.2.2	The address for clarification of Bidding Documents is <a href="mailto:Procurement@stza.gov.pk">Procurement@stza.gov.pk</a>
5.	2.2.2	Pre-bid meeting is <b>not required</b> .
6.	2.3.9	The number of bidding documents to be completed and returned is in one original
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
7.	2.3.1	<i>Bid language must be ENGLISH.</i>
8.	2.3.4	The price quoted shall be _____ Pakistani Rupees (PKR)_____.
9.	2.3.4	Price shall be fixed.

<b>D. Preparation and Submission of Bids</b>		
<b>10.</b>	<b>2.1.3</b>	<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> <ol style="list-style-type: none"> <li><b>i.</b> <i>Registration of the Bidder with relevant forums/ organizations.: (Attach Certificate of Incorporation)</i></li> <li><b>ii.</b> <i>Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer (Attach Proof)</i></li> <li><b>iii.</b> <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"> <li>• <i>Bidder is not currently blacklisted by the PPRA.</i></li> <li>• <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></li> <li>• <i>The provided information is correct.</i></li> </ul> </li> <li><b>iv.</b> <i>Bid bond in the form of Pay Order of Rs. 100,000/- (Attach bid bond with technical proposal)</i></li> </ol>
<b>11.</b>	<b>2.2.2</b>	<p>Bid shall be submitted to:</p> <p><b>Mehwish Iqbal</b> <b>Manager Procurement</b> <b>Special Technology Zone Authority</b> 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p> <p><b>Bidders are also required to submit their proposal on EPADs at <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a>. In case a bid is not submitted on EPADs, it will not be accepted by the company in hard form.</b></p>
<b>12.</b>	<b>2.4.2</b>	<p>The deadline for Bid submission is</p> <ol style="list-style-type: none"> <li>a) Day: <i>Monday</i></li> <li>b) Date: <i>20<sup>th</sup> January 2025</i></li> </ol> <p>Time: <i>1100 hours</i></p>
<b>13.</b>	<b>2.5.1</b>	<p>Time, date/ Month/ Year,</p> <ol style="list-style-type: none"> <li>a) Day: <i>Monday</i></li> <li>b) Date: <i>20<sup>th</sup> January 2025</i></li> </ol> <p>Time: <i>1130 hours</i></p> <p><b>Special Technology Zone Authority</b></p>





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		16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad.
<b>14.</b>	<b>2.6.2</b>	Amount of Performance Guarantee is: 10 Percent of the contract amount
<b>15.</b>	<b>2.3.7</b>	Amount of Bid security in the form of Pay Order in PKR is: Rs. 100,000/-
<b>16.</b>	<b>2.3.8</b>	Bid validity period after opening of the Bid is: 120 days
<b>17.</b>	<b>2.3.9</b>	Number of copies of the Bid to be provided are: Only original bid is required.
<b>E. Opening and Evaluation of Bids</b>		
<b>18.</b>	<b>2.5.1</b>	The Bid opening shall take place at:  <b>Special Technology Zone Authority</b> 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad  Day : <i>Monday</i>  Date: 20 <sup>th</sup> January 2025  Time : <i>1130 hours</i>
<b>19.</b>	<b>2.3.4</b>	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> )
<b>F. Bid Evaluation Criteria</b>		
<b>20.</b>	<b>2.5.8</b>	Criteria to Bid evaluation.

<b>Sn.</b>	<b>ATTRIBUTE</b>	<b>SPECIFICATION</b>	<b>Mark</b>
1.	Geographical Presence	Regular office presence in Pakistan (Attach Proof)	MUST
2.	Relevant Experience	Experience in terms of delivery & Installation /Service. Minimum 02 years (attach work order/invoice/copy of contract as proof)	MUST
3.	Partnership	Please attach a valid partnership/dealership Proof	MUST
4.	Duration	Subscription Duration 01 year (12 Months)	MUST



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**NOTE:**

- **Compliance with MUST requirements is mandatory, failing which the bid shall be rejected.**

**G. Award of Contract/ Purchase Order**

<b>2.6.5</b>	Percentage for quantity increase or decrease is: 15 Percent
<b>2.6.2</b>	The Performance Guarantee shall be: 10 Percent of the contract amount
<b>2.6.2</b>	The Performance Guarantee shall be in the form of: Pay Order



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**Section-V: Purchase Order with Terms and Conditions**

Special Technology Zones Authority

# PURCHASE ORDER

16<sup>th</sup> Floor, New State Life Tower,  
Jinnah Avenue, Blue Area, Islamabad.  
Phone: +92-51-9175000  
Website: <https://www.stza.gov.pk>

DATE:  
PO #: PO/ 0

### VENDOR

Vendor Details

### DELIVERY ADDRESS

Receiver Name  
Special Technology Zones Authority  
16<sup>th</sup> Floor, New State Life Tower, Jinnah Avenue  
Blue Area, Islamabad, Pakistan  
+92-51-9175000

REQUISITIONER		PRODUCT NAME		DELIVERY DATE	
Manager Procurement					
S. No	Product Specifications	Quantity	Unit Price	Total	
1					
<b>TOTAL QUOTED BY VENDOR (Inclusive of all charges and taxes)</b>					

This Purchase Order (PO) is subject to the terms and conditions stated herein and in RFP and any additional terms agreed upon in writing between the STZA and the Vendor. Any changes or modifications to this PO must be approved in writing by both parties.

The amount delineated within this PO is subject to the imposition of all relevant applicable taxes and charges, which will subsequently be deducted by the STZA.

**1. ACCEPTANCE OF PURCHASE ORDER (PO):**

1.1. By accepting this PO, the Vendor agrees to all the terms and conditions stated herein and in RFP. PO shall be deemed to be accepted by the Vendor within Three (3) days from its issuance, provided that the Vendor has not objected to the same.

**2. PERFORMANCE GUARANTEE**

2.1. Within fifteen (15) days of receipt of the notification of PO award, the successful Bidder shall furnish to the STZA the Performance Guarantee in the amount specified in Bid Data Sheet.



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2.2. The performance guarantee shall be denominated in the currency of the PO acceptable to the STZA and shall be in the following form:

a) Pay Order.

2.3. The proceeds of the performance guarantee shall be payable to the STZA as compensation for any loss resulting from the Vendor's failure to complete its obligations under the RFP and PO.

2.4. The performance guarantee will be discharged by the STZA and returned to the vendor not later than thirty (30) days following the date of completion of the vendor's performance obligations under the RFP and as stated herein, including any warranty obligations, unless specified otherwise.

### 3. TIMELY PERFORMANCE

3.1. Vendor acknowledges and agrees that time is of the essence in the delivery of the goods or completion of the services within the time frame mutually agreed upon by STZA and Vendor, is vital to the interest of STZA, and that failure to complete the services within such timeframe constitutes a breach of this PO.

### 4. CHANGES

4.1. The STZA may at any time, by a written order given to the Vendor, make changes within the general scope of the PO, only if required for the successful completion of the job, in any one or more of the following:

- (1) specifications;
- (2) method of delivery;
- (3) place of delivery,
- (4) schedule of delivery; and
- (5) quantities of delivery.

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

### 5. CANCELLATION

5.1. STZA reserves the right to cancel this PO, or any portion thereof, without liability, if; (a) delivery is not made when and as specified; (b) Vendor fails to meet



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commitments as to exact time, price, quality or quantity; (c) Vendor ceases to conduct its operation in the normal course of business; (d) Vendor is unable to meet its obligations as they mature; (e) proceedings are instituted against Vendor under the applicable laws. STZA also reserves the right to cancel for any other reason. In the event of a cancellation, STZA shall have no further obligations to Vendor except to pay for deliverables that were provided to STZA prior to such termination and were accepted by STZA. Upon termination, Vendor shall provide any transition assistance that may be reasonably requested by STZA.

#### 6. DELIVERY

- 6.1. Vendor shall deliver the goods or services to STZA by appropriate conveyance no later than by the dates specified in the PO and RFP.

#### 7. INSPECTION AND REJECTION

- 7.1. All goods/ services are subject to final inspection and acceptance by STZA at destination notwithstanding any payment. Such inspection will be made within a reasonable time after receipt of goods/ services.
- 7.2. STZA shall notify the Vendor if any goods delivered hereunder are rejected, and at STZA's election and Vendor's risk and expense, such goods shall be held by STZA or returned to Vendor. No replacement or correction of nonconforming goods shall be made by Vendor unless agreed to in writing by STZA.

#### 8. INVOICING

- 8.1. Invoices shall be mailed immediately after delivery of goods or rendering of services is complete to the address shown on the face of the PO. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this PO will be cause for postponing the start of the payment terms until the correct information is received. STZA will not be responsible for charges on invoices received more than 120 days after the rendering of service is complete.

#### 9. PAYMENT

- 9.1. Payments under the PO shall be made by STZA to the Vendor in accordance with the requirement in the Bidding Documents and as provided in the PO.
- 9.2. The Vendor's request(s) for payment shall be made to the STZA in writing, accompanied by an invoice describing, as appropriate, the services or goods delivered and/or performed, and by documents submitted pursuant to Clause 18 of the PO, and upon fulfillment of other obligations stipulated in the Contract.



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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 Vendor, provided the services performed and goods delivered are satisfactory.

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

#### 10. DISPUTED CHARGES

10.1. Where any item or items on an invoice are disputed STZA may withhold payment for the item or items so disputed until such time as the dispute is resolved.

#### 11. VENDOR'S REPRESENTATIONS AND WARRANTIES

11.1. Vendor represents and warrants that:

(a) Vendor owns all rights, title and interest in the products and services and has legal authority to sell, license or otherwise transfer the right to use or sell such items to the company;

(b) the product and service covered under the Purchase Order are of good/ service and merchantable quality and free from defects, are safe and conform to applicable specifications, descriptions and associated documentation provided to the company in writing;

(c) the product and services, and the production and sale thereof, and all warranties, guarantees, representations by Vendor made or authorized to be made in connection therewith are in all respects in compliance with all applicable laws, rules and regulations.;

(d) the goods/ services are fit for the use intended;

(e) no Purchased Product and/or Purchased Service, or their sale or use will infringe any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party;

(f) Vendor will comply with all applicable laws, ordinances, rules and regulations applicable to its performance under this PO.

(g) Vendor has not changed any compositions, formulations, or other constituents of the Purchased Products without written approval from STZA.

11.2. The Vendor shall perform all Services:

i. exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled



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and experienced service provided providing services under the same or similar circumstances as the Services under this PO;

- ii. in accordance with all Specifications and all STZA policies, guidelines, by-laws and codes of conduct applicable to the Vendor; and
- iii. using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. STZA may object to any of the Vendor's personnel engaged in the performance of Services who, in the reasonable opinion of STZA, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of STZA.

11.3. This warranty shall remain valid as provided by OEM after the Goods/ services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the RFP.

### **12. INDEMNIFICATION**

12.1. Vendor shall assume entire responsibility for and shall defend, indemnify and hold STZA, and its directors, officers, employees and agents (collectively, the "Indemnitees") harmless against all losses, liabilities, claims, costs and expenses arising directly or indirectly out of or in connection with the performance related to this PO arising from, but not limited to: Injury to any person in the employment of the Vendor; Loss of or damage to the property of Vendor, any of their respective personnel whatsoever and howsoever arising, or by reason of any actual or alleged infringement of any State patent, copyright or trade secret arising out of the services, products and/or deliverables supplied to STZA by the Vendor. The provisions of this paragraph "Indemnification" shall survive the termination of the PO for whatever reason.

### **13. Use of PO Documents and Information; Inspection and Audit by the STZA**

13.1. The Vendor shall not, without the STZA's prior written consent, disclose the PO, 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 Vendor in the performance of the PO. 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.



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- 13.2. The Vendor shall not, without the STZA's prior written consent, make use of any document or information enumerated in Clause 13.1 of the PO except for purposes of executing the PO.
- 13.3. Any document, other than the PO itself, enumerated in Clause 13.1 of the PO shall remain the property of the STZA and shall be returned (all copies) to the STZA on completion of the Vendor's performance under the PO if so required by the STZA.
- 13.4. The Vendor shall permit the STZ to inspect the Vendor's accounts and records relating to the performance of the Vendor and to have them audited by auditors appointed by the donors, if so required by the donors.
- 13.5. Any subcontractor and/or third party appointed by the Vendor subject to the written approval by STZA, shall abide by all the confidentiality obligations of the PO.

### **14. PUBLICITY**

- 14.1. Vendor shall not make or publish any notice, advertisement, press release, or other communication with respect to the PO, its contents, or the goods or services without STZA's prior written consent. Vendor shall not use STZA's name or logo in any of its advertising, client list, or sales promotional material without STZA's prior written consent.

### **15. ASSIGNMENT**

- 15.1. The Vendor shall not be entitled to assign or transfer its rights or obligations (or any of them) under the PO without the prior written consent of STZA.

### **16. HEADINGS**

- 16.1. The headings contained in this PO are for convenience of reference only and are not intended to have any substantive significance in interpreting this PO.

### **17. Prices**

- 17.1. Prices charged by the Vendor for Goods delivered and Services performed under the PO shall not vary from the prices quoted by the Vendor in its Bid.

### **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods or performance of Services shall be made by the Vendor in accordance with the time schedule prescribed by the STZA in the Schedule of Requirements.





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- 18.2. If at any time during performance of the PO, the Vendor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Vendor 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 Vendor's notice, the STZA shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the PO.
- 18.3. A delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages pursuant to relevant clause of the PO, unless an extension of time is agreed upon pursuant to Clause 18.2 of the PO without the imposition of liquidated damages.

### 19. Liquidated Damages

- 19.1. If the Vendor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the PO, the STZA shall, without prejudice to its other remedies under the PO, deduct from the PO Price, as liquidated damages, a sum equivalent to the percentage of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the PO Price. Once the maximum is reached, the STZA may consider termination of the PO pursuant to Clause 20 of the PO along with other remedies available under PPRA rules.

### 20. Termination for Default

- 20.1. The STZA, without prejudice to any other remedy for breach of PO, by written notice of default sent to the Vendor, may terminate this PO in whole or in part:
- (a) if the Vendor fails to deliver any or all of the goods and/or services within the period(s) specified in the PO/ RFP, or within any extension thereof granted by the STZA pursuant to Clause 18.
  - (b) if the Vendor fails to perform any other obligation(s) under the PO/ RFP; or
  - (c) if the Vendor, in the judgment of the STZA has engaged in corrupt practices in competing for or in executing the PO. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009 or such other applicable laws.
- 20.2. In the event the STZA terminates the PO in whole or in part, pursuant to Clause 21, the STZA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Vendor shall be liable to the STZA for any excess costs for such similar Goods or Services. However, the Vendor shall continue performance of the PO to the extent not terminated.



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#### 21. Force Majeure

- 21.1. An event of "Force Majeure" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and materially and adversely affects the performance by such affected Party of its obligations under or pursuant to the PO, provided that such material and adverse effect could not have been prevented, overcome, or remedied, in whole or in part, by the affected Party through the exercise of diligence and reasonable care. An event of Force Majeure shall include, but not be limited to, an act of God, a pandemic, outbreak, plague, war (whether declared or not), government decree, import and export bans, fire, explosion, flood, typhoon, strikes and sabotage, civil commotion, riots, embargoes.
- 21.2. A Party that is prevented to perform its obligations under this Agreement due to an event of Force Majeure shall notify the other Party as soon as possible but in any event within seven (7) days by e-mail when the Force Majeure event has occurred. The prevented Party shall also notify the other Party by e-mail as soon as possible when the event of Force Majeure has ended.
- 21.3. An event of Force Majeure which may cause delay in the delivery of Goods or performance of Services of the Vendor or any part thereof and be such as to fairly entitle the Vendor to an extension in the Completion Date, STZA shall endeavor to reach a mutual agreement on a fair and reasonable extension to the Completion Date. Where the Parties fail to agree, STZA shall, on its own, determine and notify the Vendor in writing of a fair and reasonable extension to the Completion Date. If the Services or Goods are not delivered to STZA by such extended Completion Date, STZA shall be entitled to terminate the PO with immediate effect through written notice to the Vendor.

#### 22. Termination for Insolvency

- 22.1. The STZA may at any time terminate the PO by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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.

#### 23. Termination for Convenience

- 23.1. The STZA, by written notice sent to the Vendor, may terminate the PO, 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 Supplier under the PO is terminated, and the date upon which such termination becomes effective.



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23.2. The Goods and/or Services that are complete and ready for delivery (if applicable) within thirty (30) days after the Vendor's receipt of notice of termination shall be accepted by the STZA on the PO/ RFP terms and prices. For the remaining Goods and/or Services, the STZA may choose:

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

### 24. Resolution of Disputes

24.1. After signing the PO or issuance of purchase order, the STZA and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the PO.

24.2. If, after thirty (30) days from the commencement of such informal negotiations, the STZA and the Vendor have been unable to resolve amicably a PO dispute, either party may require that the dispute be referred for resolution through mediation by a third party, failing which the dispute may be settled through Courts.

### 25. Governing Language

25.1. The PO shall be written in the English language. All correspondence and other documents pertaining to the PO which are exchanged by the parties shall be written in the same language.

### 26. Applicable Law

26.1. The PO shall be governed by and interpreted in accordance with the laws Pakistan.

### 27. Notices

27.1. Any notice given by one party to the other pursuant to this PO shall be sent to the other party in writing or by any information technology means for the time being in use and acceptable in ordinary course of business to the other party's address specified in the RFP/Bid.

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

### 28. Taxes and Duties



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28.1. Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Goods or 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.

Thank you for your prompt attention to this order. We appreciate your cooperation.

Sincerely,

**Mehwish Iqbal**

Manager Procurement  
Special Technology Zones Authority, Cabinet Division  
[procurement@stza.gov.pk](mailto:procurement@stza.gov.pk)

Cc: Operations Associate, Director Admin & Security, Head of IT(OPS)

Stamp and Signature of Vendor: \_\_\_\_\_



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**Section-VI. Schedule of Requirements**

**6.1 Schedule of Requirements**

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

**Number            Description            Quantity            Delivery schedule  
in weeks/months from \_\_\_\_\_<sup>1</sup>**

<b>Number</b>	<b>Description</b>	<b>Quantity/ Volume</b>	<b>Delivery schedule in weeks</b>

*[To be signed & stamped by the Services Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

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

\_\_\_\_\_



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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 Pay Order 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) Bid security form along with financial instruments Bid Security *i.e. Pay Order (PO)* valid for 180 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **7.7**.
- d) Any other document required by the STZA not inconsistent with -14.
- e) Original Bid form (as per **form 7.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

**Financial bid includes the following:-**

- a) Price schedule / financial form (as per **form 7.6**) to be reproduced on the letter head of the bidder duly signed and stamped.

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-VII: 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 Pay Order, 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. The prices shall be fixed as quoted.





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**7.1 Bid Form**

*[To be signed & stamped by the Services Provider and reproduced on the letter head. To be attached with 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 Performance guarantee 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:-**

- f) Complete bidding document (without filling) signed and stamped by the bidder
- g) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- h) Copy of bid security form along with copy of financial instruments *bid security i.e. Pay Order (PO)* valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **7.7**.
- i) Any other document required by the STZA not inconsistent with -14.
- j) Original Bid security form (as per **form 7.7**) along with Original financial instrument *Pay Order (PO)* valid for ( 180 ) Days, beyond the validity of Bid.
- k) Original Bid form (as per **form 7.1 of Bidding documents**) on letter head of the firm, duly signed and stamped.

**Financial bid includes the following:-**

- a) Price schedule / financial form (as per **form 7.6**) to be reproduced on the letter head of the bidder duly signed and stamped.

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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**7.2. 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.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
4.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
5.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
6.	<b>Registration Details:</b>

**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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**7.3. General Information Form**

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

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

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

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



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**7.4. Affidavit**

*[To be printed on PKR 100 Stamp Paper, 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/ Supplier]* 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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**7.5. Performance Guarantee Form**

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

To,

*[name and address of the STZA]*

**WHEREAS** (Name of the Contractor/ Supplier)

\_\_\_\_\_ 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 Pay Order 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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**7.6. 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	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Total Price in figures						
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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**7.7. 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.

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*[Signature of the bank]*



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**Section VIII- 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. 100,000/- Bid Security in the form of Pay Order on the name of STZA. The Bid security must be submitted with technical proposal.		
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 <b>form 7.6</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
6.	Bid Security Form (as per <b>form 7.7</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
7.	Performance Guarantee Form (as per <b>form 7.5</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
8.	General Information Form (as per <b>form 7.3</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
9.	Affidavit (as per <b>form 7.4</b> ) on non-judicial Stamp Paper of Rs. 100/- (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 blacklisted as per Rules / Laws. (iii) Affidavit for correctness of information. Affidavit for correction of information Form (as per <b>form 7.4</b> 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 2 Years ii. Bidders profile Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder \_\_\_\_\_