



**Special Technology Zones Authority**

Cabinet Division

Government of Pakistan

**Request for Proposal (RFP)**

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**Enterprise Resource Planning - ERP  
(Software and Implementation Services)**

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**Submission Date for Sealed Bids:** 23<sup>rd</sup> February 2022 at 1100 hrs.

**Bid Opening Date:** 23<sup>rd</sup> February 2022 at 1130 hrs.

**Mehwish Iqbal**

Manager Procurement

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Phone No. 051- 2726660

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



## **SPECIAL TECHNOLOGY ZONES AUTHORITY**

STZA, an autonomous body established under the Special Technology Zones Authority Act 2021 invites Request for Proposal (RFP) from firms who are on the Active Taxpayers List of the Federal Board of Revenue for provisioning and support of;

### **ENTERPRISE RESOURCE PLANNING (ERP) FOR SPECIAL TECHNOLOGY ZONES AUTHORITY**

The method of selection will be based on quality and cost offered in lieu of this RFP (single stage two envelop method).

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

The request for proposal, prepared in accordance with the instructions in the RFP documents, must reach at STZA, 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad by 11:00 hrs. on or before 23<sup>rd</sup> February 2022. The RFP will be opened on the same date at 1130 hrs. on before 23<sup>rd</sup> February 2022. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

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Table of Contents

<b>1. REQUEST FOR PROPOSALS (RFP)</b>	<b>3</b>
<b>2 DETAILS FOR REQUESTS FOR PROPOSAL</b>	<b>4</b>
<b>2.1 General</b>	<b>4</b>
<b>2.2 Mode of Bidding (Single Stage – Two Envelopes)</b>	<b>4</b>
<b>2.3 Eligible Bidders</b>	<b>4</b>
<b>2.4 Subcontracting</b>	<b>6</b>
<b>2.5 Cost of Bidding</b>	<b>6</b>
<b>2.6 Clarification of Bids</b>	<b>6</b>
<b>2.7 Contacting the Procuring Agency</b>	<b>6</b>
<b>2.8 The Bidding Documents</b>	<b>6</b>
2.8.1 <i>Content of Bidding Documents</i>	6
2.8.2 <i>Clarification of RFP and Pre-Bid Meeting</i>	7
2.8.3 <i>Amendment to RFP</i>	7
<b>2.9 Preparation of Bids</b>	<b>7</b>
2.9.1 <i>Language of Bid</i>	7
2.9.2 <i>Documents Comprising the Bid</i>	7
2.9.3 <i>Acceptance Criteria</i>	8
2.9.4 <i>Bid Currencies</i>	8
2.9.5 <i>Documents Establishing the Conformity of the Information System to Bidding Documents</i>	8
2.9.6 <i>Bid Validity and Security</i>	9
2.9.7 <i>Format and Signing of Bid</i>	9
<b>2.9.8 Submission of Bids</b>	<b>9</b>
2.9.8.1 <i>Sealing and Marking of Bids</i>	9
2.9.8.2 <i>Deadline for Submission of Bids</i>	10
2.9.8.3 <i>Late Bids</i>	10
2.9.8.4 <i>Modification and Withdrawal of Bids</i>	10
<b>2.10 Bid Opening &amp; Evaluation</b>	<b>10</b>
2.10.1 <i>Evaluation of Technical Bids by Procuring Agency</i>	11
<b>Payment Terms</b>	<b>13</b>
<b>2.11 Award of Contract</b>	<b>13</b>
<b>2.11.1 Award Criteria</b>	<b>13</b>
<b>2.11.2 Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids</b>	<b>13</b>
<b>2.11.3 Notification of Award</b>	<b>14</b>

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2.11.4	Signing of Contract .....	14
	Terms of Reference .....	14
	3.1 Team and Staffing .....	15
	3.2 Operational Acceptance Testing .....	15
4	TRAINING REQUIREMENTS.....	15
5	SOLUTION REQUIREMENTS .....	16
	5.1 Business Requirements:.....	16
	5.2 Project Scope.....	17
	5.3 Functional Requirements.....	17
6	TECHNOLOGY OUTAGE REQUIREMENTS.....	20
7	SAMPLE FORMS .....	20
7.1	Bid Table of Contents and Checklist.....	21
7.2	Sample Bid Form.....	22
7.3	Price Schedule Forms – Guidelines .....	23
7.4	Sample Format For CV.....	24
7.5	Preliminary Evaluation Checklist .....	25
	7.6 Format for Financial Proposal .....	27

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## 1. REQUEST FOR PROPOSALS (RFP)

This Request for Proposals (RFP) is being issued for the project, “Enterprise Recourse Planning” as part of the plan of the STZA to introduce automation concepts and provide a basis for such enablement. Through this project STZA Authority aims to automate and digitalize its business processes.

The STZA invites sealed bids from eligible Bidders to provide an ERP Solution including all required technologies, equipment, and related services e.g., installation, design, delivery, integration, training, and technical support as specified in the RFP including all the appendices. The specific strengths to be covered by the solution is:

- Set up a more informal structure/workflow/environment with seamless integration
- Flexible solutions to fulfill STZA business needs with min customization
- Built in improve efficiency and productivity tools
- Digital intelligence insights drive
- Peace of mind security and access control

Bidding is open to all Bidders that meet the given minimum qualification criteria as stated in the RFP relating to previous experience, delivery capability, firms standing, etc.

Interested eligible Bidders may obtain further information from STZA.

A complete set of Bidding Documents in English may be collected by interested Bidders via postal on the contact information provided below.

Bids must be delivered to the address below at or before 23<sup>rd</sup> February 2022 by 1100 hrs. All bids must be accompanied by a bid bond, in the shape of a Demand Draft/Pay Order, of not less than two (02) percent of the bid price. Late bids will be rejected.

The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future procurements.

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

Phone No. 051- 2726660

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## **2 DETAILS FOR REQUESTS FOR PROPOSAL**

### **2.1 General**

The STZA of Pakistan has expressed an interest for hiring the services of a reputable technological services company for the end-to-end deployment of STZA ERP and two-years post go live support.

Special Technology Zones Authority (“STZA”) is an autonomous body established under Special Technology Zones Authority Act, 2021. The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research, and technology industry to increase the productivity and decrease the costs of production through high tech interventions, intensive innovation, and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers etc. More details can be obtained from the official website of STZA.

### **2.2 Mode of Bidding (Single Stage – Two Envelopes)**

A bidder can submit only one bid with one proposed solution, and multiple bids and offers of multiple alternative solutions shall not be considered.

- The bids are invited as per Closed framework agreement under PPRA Rules 2004 (Amended up-to date). Single Stage – Two Envelopes Bidding Procedure shall be applied as per rule 36(b) PPRA Rules 2004.
- The bid shall comprise of a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Technical Proposal and Financial Proposal.
- The envelopes shall be sealed & marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters.
- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened.
- The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements.
- Technical Proposal shall not contain any reference or information regarding the Financial Proposal
- During the technical evaluation, no amendments in the technical proposal shall be permitted.
- The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance.
- After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- The financial proposal of bids found technically non-responsive or non-compliant shall be returned unopened to the respective bidders.

### **2.3 Eligible Bidders**

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This bidding process is open to all firms subject to the conditions given below.

- Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency as the Procuring Agency shall reasonably request.
- By submission of documentary evidence in its bid, the Bidder or the partner in charge (in case of joint bid) must establish to the Procuring Agency's satisfaction:
- The lead bidder should be a company/firm having legal presence and incorporated in Pakistan and should have a physical presence in Islamabad.
- Registration with Federal Board of Revenue.
- That it has been in business for the last five (5) years.
- That it has an average annual turnover of Rs. 250 million (Two Hundred Fifty Million) for the past 3 years. Please provide audited financials.
- That it has at least 100 full time resources for last one year. Note: Please provide undertaking that firm has at least 100 full time resources.
- That it maintains ISO 9001, ISO 27001, or minimum CMMI Level 2 or Level-3 quality assurance certification.
- That it has Successfully completed at least three (03) projects similar in size to this project Note: provide the relevant evidence i.e., work orders or contracts.

NOTE: To substantiate the information required above, the Bidder **must** provide details of the projects and the names of the contact persons to the Procuring Agency.

- That, in the case of a Bidder offering to supply those key goods components of the system under the Contract that the Bidder did not itself manufacture or otherwise produce, in such a case the Bidder shall produce an authorization by the Manufacturer or producer to supply those components in the Procuring Agency's country.

Bids submitted by a joint venture of two or more firms as partners shall also comply with the following requirements:

- One of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
  - The bid bond i.e., equivalent to 2% of bid amount in the shape of Bank Draft/Pay Order/Bank Guarantee must be submitted by the partner in charge.
  - All financials and other qualifications to determine the eligibility of bidder will be evaluated of the partner in charge.
  - The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the joint venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge.
  - The partner or combination of partners that is responsible for a specific component(s) of the project must meet the relevant minimum qualification criteria for that component.
  - A firm may be a partner in only one joint venture or consortium that submits a bid in response to these Bidding Documents. This restriction shall not apply to commercially available hardware or software manufactured or produced by a Bidder that may be offered by more than one Bidder.
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- All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned above, as well as in the bid and in the Contract (in case of a successful bid).

## **2.4 Subcontracting**

Subcontracting any part of the Bid shall not be allowed and Bids that include an element of subcontracting shall be rejected as non-responsive.

## **2.5 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will in no case be responsible or liable for those costs.

## **2.6 Clarification of Bids**

During the bid evaluation, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## **2.7 Contacting the Procuring Agency**

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the bid, it should do so in writing.

If a Bidder tries to directly influence the Procuring Agency or otherwise interfere in the bid evaluation process and the Contract award decision, its bid will be rejected.

## **2.8 The Bidding Documents**

### **2.8.1 Content of Bidding Documents**

The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued:

Section I	Request for Proposal
Section II	Details for Request for Proposal
Section III	Implementation Plan & Support
Section IV	Solution Requirements
Section V	Technology Outage Requirements
Section VI	Sample Forms

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP. Failure to furnish all information required by the RFP or to submit a bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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## **2.8.2 Clarification of RFP and Pre-Bid Meeting**

A pre-bid meeting will be held on 15<sup>th</sup> February 2022 by 1100 hrs. at Special Technology Zones Authority 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad to answer any queries that potential bidders may have. Interested bidder may contact STZA for any changes in venue of the pre-bid meeting and frequently visit the STZA website (STZA) for updates related to this bid.

As mentioned in above point, the Procuring Agency will organize, and Bidders may attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing by email or postal mail, to reach the Procuring Agency not later than three days before the meeting. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those who purchased the RFP. Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by the Procuring Agency, exclusively by issuing an Addendum to this RFP and not through the minutes of the pre-bid meeting.

## **2.8.3 Amendment to RFP**

At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the RFP.

Amendments will be provided in the form of Addenda to the RFP and will be sent in writing, cable, facsimile, or electronic mail to all prospective Bidders that have received the RFP and will be binding on them. Bidders are required to immediately acknowledge receipt of any such Addenda, and it will be assumed that the amendments contained in such Addenda will have been considered by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids, in which case, the Procuring Agency will notify all Bidders by cable confirmed in writing of the extended deadline.

## **2.9 Preparation of Bids**

### **2.9.1 Language of Bid**

The language of all correspondence and documents related to the bid is English.

### **2.9.2 Documents Comprising the Bid**

The bid submitted by the Bidder shall comprise the following:

- Eligibility Criteria form duly filled out with all the relevant details.
  - Financial information of the bidders (for each firm separately if bidder is consortium or joint venture) including Audited Accounts for the last 3 years.
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- Documents establishing firms' eligibility and qualification, such as year of incorporation, list of partners/directors, statement of experience, key personnel, details of relevant projects etc.
  - Response to the technical requirements as given in the appendices relevant to the bid.
  - A Bid Form duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract.
  - All Price Schedules duly completed in accordance with this RFP and signed by a person or persons duly authorized to bind the Bidder to the Contract.
  - Registration with Federal Board of Revenue.
  - A bid bond in the shape of Bank Draft/Pay Order should be submitted in sealed envelope.
  - A list of all deviations and justifications for the deviation to the required technical features specified in the Technical Requirements.
  - An undertaking that the Bidder, or in case of a joint bid, any of the partners, has not been blacklisted by any government or public sector organization.

Bidders are reminded that their bids may be considered as non-responsive if material deviations are taken.

### **2.9.3 Acceptance Criteria**

The bidder must provide the cost of solution as per format provided in Cost Table:

Prices must be quoted, strictly using the format mentioned in sample forms section of this document. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.

Cost of implementation System and two-years support and maintenance including source code ownership.

These prices must include all incidental costs associated with the provision of the service, such as travel, subsistence, office support, communications, printing of materials, etc., and all taxes, levies, duties, and fees imposed on the Bidder, its subcontractors, or employees on account of such services in the Procuring Agency's country or in any other country.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

### **2.9.4 Bid Currencies**

All prices shall be quoted in Pak Rupees.

### **2.9.5 Documents Establishing the Conformity of the Information System to Bidding Documents**

The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.

The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:

- A detailed description of the essential technical and performance characteristics of each component making up the Information System.
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- An item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail.
  - A Preliminary Project Plan as required by the Procuring Agency and stated in Implementation Plan Section.
  - A written confirmation that the Bidder shall accept responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.

Bids for sub-systems or slices of the solution shall not be accepted.

### **2.9.6 Bid Validity and Security**

A bid security will be required. The amount of bid security required is two (02) percent of the Total Bid Price. This bid security must be submitted in a shape of Demand Draft or Pay Order/ Bank Guarantee in a sealed envelope.

The bid validity period shall be One hundred twenty (120) days after the deadline for bid submission.

### **2.9.7 Format and Signing of Bid**

Separate technical and financial bids shall be submitted.

The Bidder shall prepare one original (Master Copy) and one (1) number of copies/sets of the bid, clearly marking each one as "TECHNICAL BID - ORIGINAL", "FINANCIAL BID - ORIGINAL" "TECHNICAL BID - COPY NO. 1," " FINANCIAL BID - COPY NO. 1," etc., as appropriate. and provide the "TECHNICAL BID" in soft form as well in USB. In the event of any discrepancy between them, the original shall govern.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

### **2.9.8 Submission of Bids**

#### **2.9.8.1 Sealing and Marking of Bids**

The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "TECHNICAL BID – ORIGINAL" and "TECHNICAL BID - COPY NO. 1" etc. Similarly, the original and copies of the financial bids shall be enclosed in separate envelopes and duly marked. The envelopes shall then be sealed separately in outer envelopes clearly marked "TECHNICAL BID" and "FINANCIAL BID" and provide the "TECHNICAL BID" in soft form as well in USB.

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The inner and outer envelopes shall be addressed to the Procuring Agency at the address given in the RFP, bear the Contract name, and the statement "DO NOT OPEN BEFORE 23<sup>rd</sup> February 2022 at 1130 hrs."

The outer envelopes shall not have any marking to indicate the identity of the bidder.

The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

The Bid Bond to be enclosed in a separate envelope, labeled as "Bid Bond", and which should be sealed. Please ensure that bid Bond should not be in envelop of financial proposal, it should be in a separate envelope.

### **2.9.8.2 Deadline for Submission of Bids**

Bids must be received by the Procuring Agency at the address specified in the RFP not later than 23<sup>rd</sup> February 2022 by 1100 hrs.

The Procuring Agency may, at its discretion, extend this deadline for submission of bids by amending the RFP, in which case all rights and obligations of the Procuring Agency and Bidders will thereafter be subject to the deadline as extended.

### **2.9.8.3 Late Bids**

Any bid received by the Procuring Agency after the bid submission deadline prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.

### **2.9.8.4 Modification and Withdrawal of Bids**

Modifications to the bid will not be accepted.

The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by the Procuring Agency prior to the deadline prescribed for bid submission.

A Bidder wishing to withdraw its bid shall notify the Procuring Agency in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic mail or facsimile, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall be addressed to the Procuring Agency at the address stated for bid submission. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security.

## **2.10 Bid Opening & Evaluation**

STZA shall evaluate the technical capabilities of the proposals received, applying the evaluation criteria specified hereunder. Each proposal that receives minimum 75 total scores will be sent for a Financial Evaluation.

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Out of the total 100 marks allocated to this Evaluation, 60 marks would be allocated to the category 3 (technical) in this clause and 40 marks out of the 100 would be allocated to the category 2 (functional) in this clause for purposes of Evaluation.

S. No.	Category	Weight	Description
1.	Business	Mandatory	Core Business Requirements – Provide details about the proposed solution and how it will be designed to meet all core business requirements and deliver the required functionality
2.	Functional	40%	Includes all functional aspects of the system
3.	Technical	60%	The fulfilment of all technical requirements will be evaluated here

For Category 3 (Technical) Kindly refer to the 2.10.1 against which technical evaluation will be done by Procuring Agency.

For Category 2 (Functional) Kindly refer to the 5.3 against which Functional evaluation will be done by Procuring Agency.

### 2.10.1 Evaluation of Technical Bids by Procuring Agency

STZA shall evaluate the technical capabilities of the proposals received, applying the evaluation criteria specified hereunder.

The evaluation criteria, relevant sub-criteria, and point system to be used to evaluate the technical proposals shall be.

These 100 marks will be mapped to 60 of Technical Category as 2.10.

Sr #	Description	Max. Score	Marks Allocation	
1	Firm / Bidder Profile	10	01 mark per year (Max. 10 Marks)	10
			Number of Employees 120 +	10
			Number of Employees 111 to 120	7
			Number of Employees 100 to 110	5
	Financial Position	10	Annual turnover +270 mil	10
			Annual turnover 260-269 mil	7
			Annual turnover 250-259 mil	5
2	Relevant experience of the firm insimilar projects	20	Successfully completed project of similar nature and size (1 Project= 4.0 Marks) Mini. 05 projects are mandatory. 3 client references of similar projects.	20
3	Qualification and	20	Relevant work experience of team lead(One project=2.0 marks)	10

	Competence of the proposed Team Members		Relevant experience of the team deployed on project	10
4	Component wise work plan & Timelines	10	Submission of work plan with timelines	10
5	Proposed Methodology for STZA ERP development and Implementation	10	Quality of the proposed methodology will be considered while awarding score	05
			Support & Maintenance Plan Quality of the proposed support and maintenance plan will be taken into account while awarding score	05
6	Transfer of Knowledge	10	Submission of training plan for STZA's designated staff	05
			Technical / user manuals* (samples from previous projects must be submitted with the proposal)	05

**Technical Proposal should include the following at the minimum:**

1. Experience of the firm in executing similar projects
  - a. List of 5 similar projects executed with details
  - b. Minimum 3 client references of similar scale projects (with details of the project)
  
2. Provide evidence of:
  - a. Experienced resources who have worked on similar projects
  - a. Resource plan with names and time allocation throughout the project time
  - b. Experience and contribution of the resources in similar scale projects (Please provide details)
  
3. Document showcasing understanding of the Project
  - a. Proposed methodology and approach
  - b. Timelines and high-level delivery milestones
  - c. Resources and allocation plan for project resources
  - d. Proposed outcomes of the new system

Note: Please provide the relevant evidence i.e., contracts or work orders

**2.10.2 Evaluation of Financial Bids by Procuring Agency**

The Procuring Agency will open all financial bids in presence of all qualified bidders who have scored at least **75 out of the total 100 (technical score)** and qualified bidders' representatives who choose to attend, at the time, on the date and at the place, it will be communicated to qualified bidders well in time. Bidders' representatives shall sign on attendance sheet.

Bids shall be opened one at a time, reading out: the name of the Bidder; the bid price; the presence or absence of a bid security; the presence or absence of requisite powers of attorney; and any other such details as the Procuring Agency may consider appropriate.

Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

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### **Successful Bidder**

The Final selection criteria will be based on Quality and Cost. The weight to be given to technical part is: 70%. The Bidder must have to obtain 75 marks to become technically responsive and qualify for financial bid opening.

The weight to be given for cost, X is: 30%

### **Payment Terms**

The payment terms shall be as follows:

Milestone based payments. The Bidder must submit a payment proposal with milestones which the Procuring Agency has to agree.

### **Withholding Tax**

The Bidders are hereby informed that the Procuring Agency shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any Bidder who signs a contract with the Procuring Agency.

### **Support and Warranties**

The Bidders should mention the warranties they propose for products and services to be rendered.

### **Ownership**

The ownership of all products including source code in case of bespoke solution and services rendered under any contract arising as a result of this RFP will be the STZA Pakistan.

### **Governing Law**

This RFP and any contract executed pursuant to this RFP shall be governed by and construed in accordance with the laws of Pakistan.

## **2.11 Award of Contract**

### **2.11.1 Award Criteria**

After Technical and Financial Evaluation, the contract shall be awarded to the consultant with the best evaluated bid, that is, the bid with highest accumulative technical and financial score, wherein, proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 70%, the weight given to the Technical Proposal; F = 30%, the weight given to the Financial Proposal; T + F = 1) indicated as:  $S = St \times T\% + Sf \times F\%$ . The bidder achieving the highest combined technical and financial score shall be declared as winning bidder and shall be awarded contract.

### **2.11.2 Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids**

The Procuring Agency reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

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### **2.11.3 Notification of Award**

Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the signed Contract Form and a performance security, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **2.11.4 Signing of Contract**

At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form as applicable, incorporating all agreements between the parties.

As soon as practically possible, but no more than fourteen (14) days following receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Procuring Agency.

The Procuring Agency and successful Bidder may also agree to meet to finalize the Contract Agreement.

## **Terms of Reference**

### **3 IMPLEMENTATION PLAN & SUPPORT**

Implementation Plan is critical to the success of the project. A detailed Implementation Plan is to be prepared by the Bidder.

Among other things Implementation Plan will address the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the staff and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Project Plan must also address any other topics specified in the RFP. In addition, the Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the project to provide during implementation and how the Bidder proposes to coordinate the activities of all the involved parties.

The Bidder shall consider the following in the Implementation:

Implementation Plan must clearly show the following:

- Activities
- Duration of each activity
- Stages
- Milestones
- Deliverables
- Reports & meetings

An efficient use of the time frame for the key stages will be accorded due weightage.

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### **3.1 Team and Staffing**

While selecting a staff member following should be considered and stated for each member:

- Relevant experience
- Role against relevant experience
- Overall contribution to the Implementation
- Experience with Public Sector / Government Organizations
- Qualifications
- Total Experience

The implementation team would play a pivotal role in the implementation of the systems and be responsible for harmonizing the business and other technology requirements.

The Sample Form given in the relevant section should be used for providing CVs of staff to be deployed at the project.

### **3.2 Operational Acceptance Testing**

Bidders are required to provide a framework, including but not limited to time frame and methodologies, for successful achievement of Operational Testing.

Operational Acceptance (OA) Testing will be carried out to ensure whether the System conforms to the Technical Requirements and meets the standard of performance quoted in the Suppliers Bid. OA testing will encompass the following:

- System Functionality Testing (as stated in the relevant sections of the RFP)
- Volume Testing
- Stress Testing

To achieve the above objectives, the Supplier will need to setup the System for OA testing.

The Bidder would need to indicate at the outset of OA testing, the following requirements:

- The form of data (stream wise, etc.)
- Approximate time required for OA testing
- Other requirements if any

## **4 TRAINING REQUIREMENTS**

Training plan should be comprehensive and flexible to cater to the current and future requirements of the proposed systems as well as requirements arising out of new software releases. It should encompass all ranges of users i.e., functional, operational, managerial and trainers. Training schedules, training material / documentation should also be established for multiple types of each category of users. Training material should be prepared so that the staff may later use it, to conduct training courses. A self-learning approach to the whole documentation would be preferred. The training plan should also have a provision for follow-up training sessions and refresher courses.

The training sessions being conducted for master trainers should be focused to fully equip them with application knowledge and training material required for training courses at remote sites. There should be a checklist available for each session to ensure the completion of training requirements

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The Procuring Agency would provide the training location where the supplier will conduct the training courses. All requirements along with detailed training plan for each user category should be provided to the Procuring Agency.

Following are the guidelines for arranging training courses:

- All the training courses will have to be designed in a modular form clearly focused on different user categories. Following user categories must be considered
  - Functional Staff
  - Operational Staff
  - Managerial Staff
  - Technical Staff
- A complete training schedule should be provided covering the following requirements:
  - Total number of training courses to be conducted
  - Components of each training course
  - Target users of each training course
  - Nature of courses (Subjective or Practical)
  - Maximum No. of participants per training session
  - Duration (Number of days) of each course and iterations of each
  - Documentation/manuals being provided which each course
- Training staff should have following capabilities
  - Excellent product knowledge
  - Experience of government culture
  - Working experience in similar projects & similar roles

The Sample Form given in the relevant section should be used for providing CVs of staff to be deployed at the project.

## **5 SOLUTION REQUIREMENTS**

### **5.1 Business Requirements:**

This section provides an overview of the core business requirements (All mandatory requirements) associated to the following in scope 4 internal functions:

1. Finance Management
2. HR Management
3. Admin Management
4. Procurement Management

Bidders are required to establish a sound understanding of the 4 functions using the information and references shared in this RFP. Equally importantly, the bidders need to identify the potential opportunities for enhancing the automation for those areas. To demonstrate the understanding,

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bidders must showcase their findings at a high level and present a view linking proposed solution to the findings. While the requirements listed in this section may not be definitive or exhaustive, they provide a good view of the functions meant to be automated by the solution.

## **5.2 Project Scope**

The solution is expected to offer:

- Operational efficiency
- Improved consistency and accuracy
- A helping hand for employees
- Self-Services and published portals

### **Forms/Documents/Attachments involved in Procurement Process:**

1. Capex Form or Approval (along with Commission's approval where applicable)
2. Approval of PC Formation
3. Specifications/TORs provided by User
4. Assessment of RFQ/bidding docs by PC
5. Approval for placement on Website
6. Approval for publishing in print media
7. Attendance Sheets
8. Quotations/Bids
9. Bid Securities
10. Comparatives
11. Minutes of the meetings
12. Expense Approvals
13. POs
14. Contracts
15. GRN
16. Invoices.
17. Payments (if deemed appropriate)

## **5.3 Functional Requirements**

We are targeting out of the box solution providers and, as such, we expect to be provided with Industry standard solutions. We expect the respondents to dilate upon the general features of their product: reporting capabilities, documentation, on-line support, software architecture and advantages thereof, etc. We would also like for the vendors to specifically mention and recommend third-party solutions where the proposed solution does not support that requirement. Following are the functional requirements for the ERP financial system and loaning system that we intend to implement in the first wave and is of immediate interest to us. Vendors must complete this section and additional information has to be produced where necessary.

The part must be completed following the guidelines provided below:

- a) The requirements should be met by leveraging available off the shelf software building blocks/components where possible and/or by custom built component/s that seamlessly integrate and communicate with the overall solution.
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- b) Any requirements that are not going to be met as part of current scope due to specific constraints/limitations must be highlighted with reasoning. However, it is desired that all such requirements be committed to solution roadmap for post Go Live release/delivery as part of the support and maintenance contract at no additional cost Considering.

Points a) and b) above:

- Bidders are expected to fill out the “Availability” column in each requirements table accurately using one of the “Code” provided below. Add reference of your proposal for details how you will handle this requirement.

Code	Description	Points
<b>CONFIGURABLE</b>	Feature or capability will be available ‘off the shelf’ as a core component/building block/solution’s configurable feature	5
<b>LIMITED CUSTOMIZATION</b>	Feature or capability will be made available by customizing an ‘off the shelf’ core component/building block/solution	4
<b>CUSTOMIZATION</b>	Feature or capability will be made available by building a stand-alone custom component/utility that communicates with other relevant system Components	3
<b>ROADMAP</b>	Feature or capability will be delivered post Go Live as part of support & maintenance or a future release at no additional cost	2
<b>NOT AVAILABLE</b>	Feature or capability will not be delivered	0

Total number of requirements listed in this Part is 52. Maximum points for 52 requirements are (52 \* 5) 260. Every proposal will be scored based on the responses and the supporting evidence submitted according to the table above and converted to a final score of 40 for this section as mentioned in 2.10.

The following table shows the functional requirements for STZA ERP.

Sr No.	Requirements For Finance	Availability
1	Following real time basis integrated modules is, but should not be limited to: <ul style="list-style-type: none"> <li>• General Ledger</li> <li>• Accounts Receivable</li> <li>• Accounts Payable</li> <li>• Expense Management</li> <li>• Material/Inventory Management</li> <li>• Fixed Assets</li> <li>• Project Management</li> <li>• Cost Management</li> <li>• Cash and Bank Management</li> </ul>	
2	Facility to book invoices and track payables	

3	Bank payments and collections	
4	Intercompany accounting, reconciliation, and elimination	
5	Payroll	
6	Budgeting	
7	Loan Application Receiving, Loan Application screening, loan approval, loan recovery	
8	Able to control the posting periods centrally for all account types (e.g. assets, debtor, creditor, etc.)	
9	Flexible to accommodate current and any proposed chart-of-accounts structures and organization structure. Able to provide facility to define and relate the following logical grouping structure and numbering convention to the chart of accounts i.e. Company, Department / Division, Location / Branches, Business Unit, Cost Center, Profit Center etc.	
10	Multiple companies and multiple divisions with different chart-of-accounts must be supported	
11	Able to perform month-end and year-end closing.	

Sr No.	2- REQUIREMENTS FOR HR	Availability
12	Employee Tracking	
13	Personnel Action Processing	
14	Benefits Administration	
15	Employee Recruitment	
16	Performance	
17	Applicant Tracking	
18	Position Control	
19	Position Budgeting	
20	Detailed and Customizable Reporting	
21	Personnel Management	
22	Vacancy related reports	
23	Maintaining Jobs	
24	Managing Information on Departments	
25	Payroll Management	
26	JD's Management	

Sr No	3- REQUIREMENTS FOR ADMIN	Availability
27	Able to control the posting periods centrally for all account types (e.g., assets, debtor, creditor, etc.)	
28	Able to provide facility to define and relate the following logical grouping structure and numbering convention to the chart of accounts (6 Levels) i.e. Company, Department / Division, Location / Branches, Business Unit, Cost Center, Profit Center	
29	Multiple companies and multiple divisions with different chart-of-accounts must be supported	
30	Able to search, sort by fields, total, sub-total <ul style="list-style-type: none"> <li>• Drill down to document details</li> </ul>	

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	<ul style="list-style-type: none"> <li>Drill down to master data information (includes technical data)</li> </ul>	
31	Should be able to export and import data	
32	Any menus and menu options displayed are determined by user access privileges.	
33	Can optionally delegate nominate security functions to other authorized users	
34	Able to perform for on-line, off-line and end-of-day back up. In the event of disaster, the system is able to recover up to the last transaction processed. An automatic recovery process that is easy to implement is to be provided should the system or the hard disk crash.	
35	Able to maintain data consistency and accuracy across database(s) to ensure data integrity	
36	Able to generate the requested reports of all department	
37	Able to print control reports regardless of whether there are transactions/activities	
38	Able to sort reports into the various wings, regions, business operating units, cost centers, etc.	
39	Able to perform upload/download of data of systems	
40	Able to require the user to perform valid identification for all accesses	

Sr No	4- REQUIREMENTS FOR PROCUREMENT	Availability
41	E-tendering	
42	Online RFQ\RFP	
43	Clause Libraries	
44	Receive online response from bidders	
45	Automatically add rules in RFQs	
46	Templates for RFQ\RFP	
47	Auto Scoring option for RFP	
48	Comparison between bids	
49	Add Suggestion regarding bids	
50	Digital Signatures	
51	Record Management	
52	Support desk for buyer/supplier	

## 6 TECHNOLOGY OUTAGE REQUIREMENTS

In case of technology outage, Bidder is required to propose the strategy to run the office work smoothly and to be able to bring the system into synchronization with current state of work. This strategy should be provided at later stage during the development of applications.

## 7 SAMPLE FORMS

The forms given in section should be used by the Bidders in the preparation of their bids:

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7.1 Bid Table of Contents and Checklist

**Note:** Bidders should expand and modify (if appropriate) and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid to be considered for contract award. It also provides a summary reference scheme to ease and speed the Procuring Agency’s bid evaluation process.

Item	present: y/n	page no.
Bid Form .....		
Price Schedules Form .....		
Bid Security		
Attachment 1: Proposer’s Eligibility		
Attachment 2: Proposer’s Qualifications		
Attachment 3: Conformity of the ERP System to the RFP documents		
.....		
.....		
.....		
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.....		
.....		

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7.2 Sample Bid Form

Date: \_\_\_\_\_

To:

STZA.

Dear Sir/Madam,

Having examined the RFP including attached documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to produce, deliver, install, support, and maintain in full conformity with the said RFP including attached documents.

We undertake, if invited by you to do so, to attend a Pre-Bid Meeting at our own expense. We undertake, if our bid is accepted, to install the systems in accordance with the schedule specified in our bid.

If our bid is accepted, we will provide an Advance Payment Security and a Performance Security in the form and in the amounts, as agreed in pursuance of this contract.

We agree to abide by this Bid for a period of {number of days} from the date fixed for Bid submission, 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, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 bid and sign for and on behalf of \_\_\_\_\_

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### 7.3 Price Schedule Forms – Guidelines

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the RFP prior to submitting their bid.

Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the RFP, prices shall be fixed and firm for the duration of the Contract.

Bid prices shall be quoted in the manner indicated and, in the currencies, specified in the RFP. For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as required by the RFP.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Requirements or elsewhere in the RFP.

The Bidder must exercise great care in preparing its calculations, since there is no opportunity for a Bidder to correct errors once the deadline for submission of bids has passed. Unless other correction techniques have been introduced in the Bid, where there are discrepancies between the product of quantities and unit prices (or rates) and the relevant total (or sub-totals), the product of prices and quantities shall prevail, and the totals (or sub-totals) shall be corrected accordingly. Similarly, where there are discrepancies between sub-totals and totals (or higher aggregates), the sub-totals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly.

Accordingly, a single error in specifying, for example, a unit price, can substantially change a Bidder's overall Total Bid Price. Such an error can either render the bid noncompetitive (if the error increases the Total Bid Price) or subject the Bidder to the possible loss of its bid security (if the error reduces the Bid Price to a level where the successful Bidder may not be willing to honor the corrected bid). In addition, where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

Items left blank will be deemed to have been included in other items. The totals shall be deemed to be the total price for supplying, installing, and achieving Operational Acceptance of the System according to the Contract, whether or not each individual item has been priced.

When requested by the Procuring Agency for the purposes of making payments or partial payments, valuing variations, or evaluating claims, or for such other purposes as the Procuring Agency may reasonably require, the Supplier shall provide the Procuring Agency with a breakdown of any composite or lump sum items included in the Schedules.

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#### 7.4 Sample Format For CV

The following information should be provided in the given sequence:

Name	
Designation	
Qualifications <ul style="list-style-type: none"><li>• High School</li><li>• Bachelor's Degree</li><li>• Master's Degree</li><li>• Professional Qualifications</li><li>• Certifications</li></ul>	Year of Passing, Grade/Division and Institution must be mentioned for all items.
Experience in years	
Date of Joining to This Company	
Year of Birth	
Experience: Brief Description	
Proposed Man-days input	

Other information if deemed appropriate may also be provided at the end of each CV. Bidder is allowed to use its own format of CVs as well.

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## 7.5 Preliminary Evaluation Checklist

The Bidder should fill out this Form by providing all the required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

Please note that all required information should be provided on this Form.

Name of Bidder	
Solution Offered (State Application Solution)	
Type of Solution Offered (State Bespoke, Hybrid or Package)	
Status of the Bidder <ul style="list-style-type: none"><li>• Partnership Firm</li><li>• Private Limited Company</li><li>• Public Limited Company</li><li>• Entity registered / incorporated outside Pakistan (Give details)</li><li>• Other (Please specify)</li></ul>	
Date of Incorporation	
Number of years in business	
Financial Statements Attached (Y/N)	
Names of Owner / Partners / Chief Executive / Directors	
Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information)	
Total Number of Employees	
Total & Average Experience of Employees (Years)	
<b>DETAILS OF PROJECTS</b> Details of Three Projects should be provided here out of which the first two projects should be of nature similar to this project.	
Project 1 Name of Client Client Description Client Industry	

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<p>Name of Project Completed</p> <p>Date of Commencement (MM/YYYY) Date of Completion (MM/YYYY) Duration (Elapsed Time &amp; Man Months)</p> <p>Value of the Project (PKR)</p> <p>Names of Staff Involved in the Project</p> <p>Brief Description of the Project</p> <p>Name of Project Contact Person and Contact Details</p>	
<p>Project 2</p> <p>Name of Client Client Description Client Industry</p> <p>Name of Project Completed</p> <p>Date of Commencement (MM/YYYY) Date of Completion (MM/YYYY) Duration (Elapsed Time &amp; Man Months)</p> <p>Value of the Project (PKR)</p> <p>Names of Staff Involved in the Project</p> <p>Brief Description of the Project</p> <p>Name of Project Contact Person and Contact Details</p>	
<p>Project 3</p> <p>Name of Client Client Description Client Industry</p> <p>Name of Project Completed</p> <p>Date of Commencement (MM/YYYY) Date of Completion (MM/YYYY) Duration (Elapsed Time &amp; Man Months)</p> <p>Value of the Project (PKR)</p> <p>Names of Staff Involved in the Project</p>	

Brief Description of the Project	
Name of Project Contact Person and Contact Details	
Bid Form Attached (Y/N)	
Financial Bid Attached (Y/N)	
Bid Security 2% of Bid Price Attached (Y/N)	

## 7.6 Format for Financial Proposal

Sr. No.	Description	Amount (PKR)
STZA Workflow automation Software Development, Implementation, Integration, Licenses, Support/Training etc.		
<b>Project Cost</b>		
A	Project Cost (as per TOR/SOW)	
Sr. No.	Description	Amount (PKR)
<b>SUPPORT COST (POST Go Live)</b>		
B	On-site/Offsite 24 Months Support (After Go Live)	
Sr. No.	Description	Per Man Day Rate (PKR)
<b>Change Request Cost</b>		
C	Per Man Day Cost (in case of any change request)	
<b>Total Cost (A+B)</b>		

### RATES CARDS FOR CHANGE REQUEST & ENHANCEMENTS

A rate card for various services must be provided for Change Request and or Enhancements.

#### **Note:**

- \* These prices must include all incidental costs associated with the provision of the service, such as travel, subsistence, office support, communications, printing of materials, etc., and all taxes, levies, duties, and fees imposed on the Bidder, its subcontractors, or employees on account of such services in the Procuring Agency's country.
- \* Shared components/modules must not be charged separately for each system. (Although for complete modules minor implementation/customization charges can be accommodated)
- \* Responding organization must provide separate price/cost for each line-item A-F or may state that it is either "included" within the cost of some other line item or nil. Bid will stand non-compliant in case any line item is missed out or left blank.

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**[TO BE EXECUTED ON STAMP PAPER]**

## NON-DISCLOSURE AGREEMENT

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

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021 (which includes any re-promulgation or re-enactment thereof), with its office at 16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad (hereinafter referred to as the “**Discloser**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. **[INSERT NAME]**, a company incorporated under the laws of Pakistan, having its registered office located at **[insert address] Pakistan** (hereinafter referred to as the “**Receiver**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

**[OR]**

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

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

### WHEREAS:

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

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

## **1. INTERPRETATION**

### **1.1 In this Agreement:**

**Authorized Recipient** means:

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

### **1.2 Confidential Information** means:

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

1.3 In this Agreement, a reference to:

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

1.4 **Relevant Person** has the meaning given in Clause 7.

## 2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiver hereby undertakes to:

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

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

### **3. PERMITTED DISCLOSURE**

3.1 The Discloser agrees that the Receiver may disclose Confidential Information:

3.1.1 where the Receiver is required to disclose Confidential Information by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.

3.1.2 where the Receiver is required to disclose Confidential Information under any law or regulation with which the Receiver is required to comply; or

3.1.3 to an Authorized Recipient on a need-to-know basis only.

### **4. RETURN OF CONFIDENTIAL INFORMATION AND COPIES**

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

4.1.1 promptly return to the Discloser all Confidential Information (i) supplied by the Discloser to the Receiver or to an Authorized Recipient or (ii) prepared by the Receiver for the Discloser or the during the course of engagement, together with any copies of such information; or

4.1.2 if the Confidential Information in the possession or control of the Receiver or any of its Authorized Recipients is not returned pursuant to Clause 4(a), destroy or permanently erase all such Confidential Information together with any copies of it, and certify such destruction in writing to Discloser.

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

### **5. INDEMNITY**

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

### **6. OWNERSHIP OF CONFIDENTIAL INFORMATION; NO LICENCE**

6.1 The Confidential Information shall remain the sole property of Discloser.

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6.2 All copyright and other intellectual property rights in and relating to the Confidential Information and belonging to Discloser will remain their sole property.

6.3 The Receiver agrees that no right or license is granted to it in relation to any Confidential Information.

## 7. GENERAL

7.1 **No Representation.** Neither Party, nor any of their respective officers, employees or advisers (each a "Relevant Person") (a) makes any representation or warranty, express or implied, as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or any other Relevant Person to the other Party or the assumptions on which it may be based, or (b) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or any other Relevant Person to the other Party or be otherwise liable to the other Party or any other person in respect of the Confidential Information or any such information.

7.2 **No Waiver:** A Party's failure or delay in exercising any right, power or privilege under this Agreement will not operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege by that Party preclude any further exercise thereof or the exercise of any other right, power, or privilege hereunder.

7.3 **Amendments:** The terms of this Agreement may only be amended or modified by written agreement between the Parties.

7.4 **Validity; Enforceability:** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but shall not invalidate any other provision in this Agreement.

7.5 **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties in respect of the subject matter of this Agreement as of the date of this Agreement and there are no terms or conditions agreed between the Parties other than those contained in this Agreement. No variation of this Agreement shall be valid unless it is in writing and signed on behalf of each of the Parties.

7.6 **Term:** This Agreement shall be valid for a period of **insert** years. The confidentiality obligations under this Agreement shall survive its termination and shall remain valid for such period until the Confidential Information is in the public domain.

7.7 **No Assignment:** This Agreement or any interest therein shall not be assigned in whole or in

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part without the prior written consent of the other Party.

7.8 **Equitable Remedies:** The Parties acknowledge and agree that either of Discloser and/or any Relevant Person:

7.8.1 may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy.

7.8.2 may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Receiver or any Authorized Recipient; and

7.8.3 may apply to (and the Receiver will accordingly submit to the jurisdiction of) the Special Technology Zones Appellate Tribunal in order to seek injunctive relief to enforce (or to prevent a breach of) any of their rights pursuant to this Agreement.

7.9 **Governing Law and Dispute Resolution:** The provisions of the Agreement shall be governed by the law of Pakistan. In the event of any dispute, the Parties shall aim to settle the matter amicably through mutual discussions and negotiations with the senior management of each Party. If the dispute remains unresolved, the Special Technology Zones Appellate Tribunal shall have exclusive jurisdiction to determine all disputes arising in respect of any matter arising out of or in connection with this Agreement.

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

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

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[to be executed on stamp paper]

## DRAFT AGREEMENT

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

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its office at 16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad (hereinafter referred to as the “**STZA**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. [INSERT NAME], a company incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Consultant**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

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

### WHEREAS:

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

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

## **1. KEY TERMS & CONDITIONS**

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### **1.1 SERVICES**

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

### **1.2 TERM**

- 1.2.1 This Agreement shall become effective on the Signing Date and shall continue for an initial period of [insert] year, unless otherwise terminated in accordance with the provisions of Section 2.1 of this Agreement (the “**Term**”). The Consultant shall provide necessary technical, maintenance and system support with regards to the executed tasks for [insert] year (hereinafter referred to as the “**Support Period**”).
- 1.2.2 The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before expiry of the Term.

### **1.3 PAYMENT FOR THE SERVICES**

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

## **2. MISCELLANEOUS PROVISIONS**

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### **2.1. DEFAULT AND TERMINATION**

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

### **2.2. CONFIDENTIALITY**

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

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

### **2.3. FORCE MAJEURE**

2.3.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.

2.3.2. Notwithstanding the foregoing, in the event of the occurrence of a such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Consultant shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the STZA to the Consultant for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

### **2.4. REPRESENTATIONS & WARRANTIES**

2.4.1. Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.

2.4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or may be bound.

### **2.5. INDEMNITY AND LIMITATION OF LIABILITY**

2.5.1. The Consultant hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless the STZA and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i)

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any act, error or omission, whether intentional or unintentional, by the Consultant or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach by the Consultant of any of its representations, warranties or covenants contained in this Agreement.

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

## **2.6. ASSIGNMENT AND BENEFIT OF AGREEMENT**

- 2.6.1. The Consultant shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of STZA.
- 2.6.2. STZA shall have the right, power and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the STZA, in whole or in part, with prior intimation to consultant, without affecting any rights of Consultant hereunder. Any such assignee and Consultant shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Consultant shall enter into such documents as may be necessary and required to bring the assignment into effect.
- 2.6.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

## **2.7. COUNTERPARTS**

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

## **2.8. NOTICES**

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

For STZA

Address: [insert]

Telephone: [insert]

Email: [insert]

Attention: [insert]

For CONSULTANT

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Address: [insert]

Telephone: [insert]

Email: [insert]

Attention: [insert]

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

## **2.9. AMENDMENTS TO BE IN WRITING**

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

## **2.10. SEVERABILITY**

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

## **2.11. NO WAIVER**

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

## **2.12. GOVERNING LAW & DISPUTE RESOLUTION**

- 2.12.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to the respective senior managements of the Parties for resolution.
- 2.12.2. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall be resolved in accordance with the provisions of the Arbitration Act, 1940.
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IN WITNESS WHEREOF, this Agreement has been signed by the Parties through their duly authorised representatives on the Signing Date.

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