



SPECIAL TECHNOLOGY ZONES AUTHORITY

STZA, an autonomous body established under the Special Technology Zones Authority Act, 2021 invites Request for Proposal (RFP) from bidders who are on the Active Taxpayers List of the Federal Board of Revenue. The method of selection will be based on quality and cost offered in lieu of this RFP (single stage two envelop method).

PURCHASE OF ENTERPRISE LEVEL BACKUP SOLUTION FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

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

The request for proposal, prepared in accordance with the instructions in the RFP documents, must reach STZA, 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad at 1100 hrs. on or before 14th November 2022. The RFP will be opened on the same date, 14th November at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Procurement STZA
procurement@stza.gov.pk

Phone No. 051-8955000
Special Technology Zones Authority
16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad



REQUEST FOR PROPOSALS

FOR

PURCHASE OF ENTERPRISE LEVEL BACKUP SOLUTION

FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

Manager Procurement

procurement@stza.gov.pk

Phone No. 051- 8955000
Special Technology Zones Authority
16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad

Terms and Conditions for Bids and Bidders

1. The Procurement Agency is:

Special Technology Zones Authority

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

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

Purchase of

ENTERPRISE LEVEL BACKUP SOLUTION

through

SINGLE STAGE TWO ENVELOP METHOD.

3. Bids shall comprise a single package containing TWO separate envelopes. The Bidder shall prepare one original (Master Copy) and one (1) number of copies/sets of the bid, clearly marking each one as "TECHNICAL BID - ORIGINAL", "FINANCIAL BID - ORIGINAL" "TECHNICAL BID - COPY NO. 1," " FINANCIAL BID - COPY NO. 1," etc., as appropriate. and provide the "TECHNICAL BID" in soft form as well in USB. In the event of any discrepancy between them, the original shall govern.
4. The Bid Bond to be enclosed sealed and labelled as "**BID BOND**" and should be with the technical bid envelop.
5. **BID Bond should not be placed within the envelope of financial bid/proposal.**
6. Initially, only the envelope marked "**TECHNICAL BID**" shall be opened publicly. The envelope marked as "**FINANCIAL BID**" and **Bid Bond** shall be retained.
7. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
8. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the

total quoted price (inclusive GST, if applicable) in shape of either pay order or demand draft in favor of Special Technology Zones Authority.

9. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.
10. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
11. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the STZA. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
12. After selection if any supplier is not available on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
13. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
14. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the STZA website:
<https://www.stza.gov.pk/procurement/>
15. STZA reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
16. The bid validity period shall be 150 days.
17. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the STZA, Islamabad.
18. The language of the bid is English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
21. The rates must be quoted strictly in accordance with our documents and Annex(s).
22. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
23. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
24. The bidder shall be responsible for payment of any duties/taxes etc. which are

imposed by the Government of Pakistan (GOP). The bid price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the STZA shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the STZA.

25. **Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated/most advantageous bidder shall be responsible for the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**
26. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder.
27. Selected service provider/supplier will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder. In case the selected bidder is not willing to supply the quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Authority.
28. The bidder must have a regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with a list of major customers (corporate sector) along with their contact details is required.
29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
30. Bidder must submit following undertaking (on stamp paper of Rs.100/letter head), failing which the bid shall be rejected.
 - a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and, in that case, legal action is liable on that bidder.
 - b) Affidavit that the bidder has never been blacklisted by any National/International organizations.

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

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

the principal).

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

Senior Manager Networks

Zahid Hussain
Zahid.hussain@stza.gov.pk
42. The bid bond/security of successful bidder will be retained and after installation and STZAing of complete equipment/licenses/services/renewals of ordered items and will be released after successful completion of the warranty period and verification/confirmation by IT Dept. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
43. During the retention period the bid bond/ security, no interest / markup will be provided on this amount by Authority to bidder at the time of refund/ release of bid bond/ security.
44. Successful bidders shall be bound to provide the required items within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/ contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/ contract value.
45. In case 1st lowest evaluated/most advantageous bidder is unable to supply

ordered items then the Authority reserve the right to award the contract to 2nd lowest evaluated/most advantageous bidder. In case 2nd lowest evaluated/most advantageous bidder is unable to supply ordered items then the Authority reserve the right to award the contract to 3rd lowest evaluated/most advantageous bidder.

46. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Authority.
47. The Authority reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
48. Draft agreements provided in this RFP may be revised and new terms and conditions may be added by the Authority.
49. The bids received after the due date and time will not be entertained.
50. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
51. All the components of equipment's should be inbuilt, and company fitted. The bidder has to deliver all the items sealed to Procuring Agency. Unsealed item will not be accepted.
52. The place of bid destination is:

Special Technology Zones Authority

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

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

Bid for: PURCHASE OF ENTERPRISE LEVEL BACKUP SOLUTION

Bidder Name: XYZ

Attention:

Manager Procurement

16th Floor, New State Life Tower,

F-7 Jinnah Avenue, Blue Area, Islamabad

54. The deadline for the submission of bids is:

Date: 14th Nov 2022

Time: 1100 Hrs.

55. The bid opening shall take place at

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

Date:14th Nov 2022

Time: 1130 Hrs.

A statement "Not to be opened before 1130 hrs. on 14th Nov 2022" shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as below:

- | | |
|--|-------------|
| 1. Mandatory Eligibility Criteria | Annex - "A" |
| 2. Required System | Annex - "B" |
| 3. Technical Evaluation Criteria | Annex - "C" |
| 4. Documentary Evidence Form | Annex - "D" |
| 5. Format for Technical Compliance Sheet | Annex - "E" |
| 6. Format for Financial Bid only | Annex - "F" |
| 7. Form of Bid | Annex - "G" |
| 8. Draft Contract | Annex - "H" |

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

Mandatory Eligibility Criteria

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

#	Mandatory Eligibility Criteria Checklist 1	Mark ☑ / ☐
1.	Proof of Certificate of Incorporation or Registration or equivalent	Must
2.	Proof of NTN Certificate (If Applicable, please check ☑, otherwise put a Cross ☐ in the Mark Column)	Must
3.	Proof of GST Certificate (If Applicable, please check ☑, otherwise put a Cross ☐ in the Mark Column)	Must
4.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	Must
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active taxpayer and has submitted its tax return for the preceding fiscal year. Taxpayer list serial number (downloadable from FBR's website) is also to be mentioned.	Must
6	Partnership /authorization letter from the principal	Must

Mandatory Eligibility Criteria Checklist 2

SR	ATTRIBUTE	SPECIFICATION	MAX Score
1.	Geographical Presence	ISB	MUST
2.	Relevant Experience	Past Experience in term of delivery & Installation /Service. Minimum 03 years (work order proofs)	MUST
3.	Warranty	03-years Comprehensive Warranty	MUST
4.	Technical Specifications	Proposed Hardware Technical Specifications	MUST
5.	Genuine Product	Quoted product must be Latest / Brand New / Continue and shown on Manufacturer's Official Website to ensure the product is genuine available with OEM / Principal.	MUST

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

REQUIRED SYSTEM:**TERMS OF REFERENCE**

Supply & Installation of Enterprise Level Backup Solution on **Turnkey basis** including software & hardware STZA requires an Enterprise level backup solution for its Head Office. The details are as follows:

SR.	REQUIREMENT	QUANTITY	SUPPORT DURATION
1.	Software based Backup Solution on turnkey basis	01	01 year
2.	Hardware LTO 9 Single Drive or better Tape Library with 16 Gbps FC interface and 10 LTO 9 cartridge and 01 Cleaning cartridge	01	03 year
2.	Installation and configuration of proposed backup solution software at STZA Head Office	01 x Job	-
3.	Official training of proposed backup solution for STZA resources	2 Resources	Within 1 month of deployment

TECHNICAL SPECIFICATIONS:

SR	ATTRIBUTE	SPECIFICATION
1.	Software License	Backup solution license for head office with following specifications: CPU based License - 04 source CPUs OR - 30 Source VMs * Volume based licensing is not required
2.	Backup Solution	Must support Source and target side deduplication Must support backup of VMware based virtual environments/ virtual machines Must support Full and Incremental backups Must support scheduling of backup jobs Must support backup of following applications: a. File based Backup b. Microsoft 365 c. Microsoft Active Directory Local d. Linux based VMs deployed on VMWare
3.	Recovery	i. VMware based VMs (Windows and Linux) ii. Active Directory objects iii. File level recovery iv. Microsoft 365
4.	Monitoring	i. Dashboards and reports for backup infrastructure performance and trends ii. Real-time monitoring, reporting, alerting and management for virtual environments
5.	VMware Support	Support for VMware vSphere 6.7 and above
6.	Storage Support	i. Fast backups directly from storage snapshots ii. Integration support with NVME base storage solutions

TECHNICAL EVALUATION CRITERIA**GENERAL REQUIREMENTS**

SR	ATTRIBUTE	SPECIFICATION	WEIGHTAGE
1	Participation Letter	Principal participation/ manufacturer authorization letter or equivalent to be attached	MUST
2	Partnership Letter	Valid partnership letter with principal	MUST
3	Experience	Have at least two certified resources in proposed backup solution (Attach certificates as proof)	MUST
4	Geographical Presence	Office locations present in Islamabad, (include contact details)	MUST

TECHNICAL REQUIREMENTS OF SOFTWARE

SR	ATTRIBUTE	SPECIFICATION	WEIGHTAGE
1	Software License	Backup solution license for head office with following specifications: CPU based License - 04 source CPUs OR - 30 Source VMs * Volume based licensing is not required	Must
2	Backup Solution	Must support Source and target side deduplication Must support backup of VMware based virtual environments/ virtual machines Must support Full and Incremental backups Must support scheduling of backup jobs Must support backup of following applications: a. File based Backup b. Microsoft 365 c. Microsoft Active Directory Local d. Linux based VMs deployed on VMWare	Must
3	Recovery	i. VMware based VMs (Windows and Linux) ii. Active Directory objects iii. File level recovery iv. Microsoft 365	Must
4	Monitoring	i. Dashboards and reports for backup infrastructure performance and trends ii. Real-time monitoring, reporting, alerting and management for virtual environments	Must
5	VMware Support	Support for VMware vSphere 6.7 and above	Must
6	Storage Support	i. Fast backups directly from storage snapshots ii. Integration support with NVME base storage solutions	Must

TECHNICAL REQUIREMENTS OF HARDWARE

SR	ATTRIBURE	SPECIFICATION	WEIGHTAGE
1	Hardware	LTO 9 Tape Library or better	Must
2	Drive	Minimum 01, FC based, 16Gbps or better	Must
3	License	All required licensing for connectivity with SAN Switch (SAN switch license is not included)	Must
4	Data Cartridge	10 or more LTO 9 or better	Must
5	Cleaning Cartridge	Minimum 01	Must
6	Support Warranty	03 years, onsite comprehensive	Must
7	Allied equipment	All necessary cabling, trays, mounting, licenses, or anything required to run the solution	Must
8	Compatibility	100% with the proposed software solution	Must

NOTE:

The bidders MUST submit a compliance sheet against reputation factors and the technical evaluation criteria. Bids NOT in compliance with must requirements the evaluation criteria will NOT be evaluated.

DOCUMENTARY EVIDENCE FORM

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant documents placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Original Bidding documents and its Annexures duly signed and stamped.			

1. The bidders MUST submit a compliance sheet against all requirements mentioned in the technical evaluation criteria and all the components of the Equipment's should be inbuilt. All the quoted product should new and not re furbished
2. Bids NOT in compliance with the evaluation criteria of equipment will NOT be evaluated.
3. All Warranties should be provided by the Quoted Brand.

FORMAT FOR TECHNICAL COMPLIANCE SHEET

SR	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)

FORMAT FOR FINANCIAL BID ONLY

S#	Quoted Item (Brand, Model etc.)	Unit Price with allapplicable taxes	Total Price with allapplicable taxes
1.			

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

Quoting

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

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

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

We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name:

Address:

DRAFT CONTRACT

(INDICATIVE ONLY)

This Agreement (hereinafter referred to as the "**Agreement**") for purchase of Goods (defined below) is executed in Islamabad on [Insert] (hereinafter referred to as the "**Signing date**")

BETWEEN

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021 (which includes any re-promulgation or re-enactment thereof), with its registered office located at Special Technology Zones Authority, Prime Minister's Office, Constitution Avenue, G-5, Islamabad, Pakistan (*hereinafter referred to as the "STZA" which expression shall, where the context so permits mean and include its successors and permitted assigns*);

and

2. [Insert], through its [Insert], with its principal address at [Insert]. (*hereinafter referred as the "Vendor" which expression shall, where the context so permits mean and include its successors and permitted assigns*);

RECITALS:

WHEREAS:

A. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*,

develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “STZs”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.

- B. [Insert] is involved in the business of *inter alia*, import and supply of computers, computer peripheral equipment and software.
- C. STZA has duly selected the Vendor for provision of Goods in accordance with the applicable procurement laws and regulations, through its Request for Proposal dated [Insert] (*hereinafter referred to as the “RFP”*) and corresponding terms and conditions. A copy of the RFP along with the Terms and Conditions of Bids and Bidders is attached as **Schedule A** to this Agreement which shall be treated as part of this Contract for all intents and purposes. The terms and conditions of this Contract shall be in addition to the Request For Proposal dated [Insert] and corresponding terms and conditions.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Goods to STZA and the relationship between the Parties.

NOW THEREFORE, the Parties agree as follows:

Duties

1. STZA retains the vendor to do the following;

- 1.1 Provide [Details of Equipment] (hereinafter referred to as “Goods”) to STZA as per the

Request for Proposal dated [Insert] .

- 1.2 Goods must be of required quantity, quality and specifications as per the Request for Proposal and the terms and conditions, otherwise they will be returned at vendor's expense.
- 1.3 All expenses relating to packing and delivery of goods to STZA shall be borne by the vendor.
- 1.4 The order is placed with vendor upon the understanding that the prices charged do not violate any pricing regulations and that vendor's acceptance of this order constitute vendor's warranty of compliance with all such regulations.
- 1.5 Vendor warrants and guarantees that good delivered do not infringe any valid or applied for copyright, patent or trademark, foreign or domestic and agrees to indemnify STZA against all losses, liabilities of litigation.
- 1.6 STZA shall not be liable to pay for any additional taxes, levies, duties etc after execution of this contract.
- 1.7 Vendor to provide [Insert years] onsite warranty for the Goods as per the Request for Proposal.

2. No Employment Relationship Created. It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between STZA, on the one hand, and Vendor and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Vendor nor its employees are entitled to benefits that STZA provides for STZA employees. Vendor's relationship to STZA is solely and exclusively that of an independent vendor. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

- 3. Confidentiality.** During the course of performance of the Agreement, Vendor may be given access to information that relates to STZA's past, present and future research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information. All such information shall be deemed to be "Confidential Information" unless otherwise indicated by STZA in writing at or after the time of disclosure. Access to the Confidential Information shall be restricted to those of Vendor's personnel, representatives and consultants on a need-to-know basis solely in connection with Vendor's internal business. Vendor further agrees that it shall (i) take all necessary steps to inform any of its personnel, representatives or consultants to whom Confidential Information may be disclosed of Vendor's obligations hereunder and (ii) cause said personnel, representatives and consultants to agree to be bound by the terms of this Agreement by executing a confidentiality agreement containing the same restrictions contained herein or some other method acceptable to STZA. Vendor agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable means. Vendor agrees to notify STZA of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. These requirements apply to any subcontractors or agents Vendor uses in the performance of the Work and it is Vendor's responsibility to assure that all such subcontractors and agents comply with all such requirements.
- 4. No Assignment:** This Agreement or any interest therein shall not be assigned in whole or in part without the prior written consent of the other Party.
- 5. 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 between the senior management of each Party. In a case where the dispute is not settled amicably, the parties hereby agrees to submit to the jurisdiction of court at Islamabad which court shall have exclusive jurisdiction to settle any claim and/or despite arises out of this Purchase order or any acts done in pursuance thereto regardless of the location of place of business or parties hereto or the place where the good are to be delivered.

6. REPRESENTATIONS & WARRANTIES

6.1 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 conditions and the applicable laws.

6.2 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.

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IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing Date.

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