



SPECIAL TECHNOLOGY ZONES AUTHORITY

STZA, an autonomous body established under the Special Technology Zones Authority Act, 2021 invites sealed bids from the eligible, and qualified Service Providers for:

REQUEST FOR PROPOSAL (RFP) FOR RENEWAL OF NETWORK LICENSE SUBSCRIPTION AND SUPPORT

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

The method of selection will be based on quality and cost offered in response to this RFP. The procurement method will be Single Stage Two Envelop. The bidding document prepared in accordance with the instructions in the RFP documents, must reach at STZA, 16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad on 1100 hrs. on or before 17 April 2023. The bids will be opened on the same day i.e., 17 April 2023 at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Mehwish Iqbal
Manager Procurement
mehwish.iqbal@stza.gov.pk

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

REQUEST FOR PROPOSAL (RFP) FOR RENEWAL OF NETWORK LICENSE SUBSCRIPTION AND SUPPORT

1. Introduction

Special Technology Zones Authority (“**STZA**”) is inviting proposals from eligible, and qualified Service Providers (“**Bidder**”) for Renewal of Network License subscription and Support. The terms and conditions set out in this Request for Bid (“**RFP**”) apply to all Bidders who submit proposals in response to this RFP.

2. Scope

The scope of this RFP includes renewal of Network License subscription and Support, which is set out in more detail in **Annexure A**.

3. Mandatory Eligibility Criteria

To be eligible to submit a proposal, Bidders must meet the mandatory eligibility criteria set out in **Annexure B**. If a Bidder does not fulfil the requirements of the Mandatory Eligibility Criteria, STZA may reject its Bid.

4. Bid Requirements

4.1. Bids shall comprise a single package containing two (2) separate envelopes namely:

- (i) Technical Bid; and
- (ii) Financial Bid.

4.2. The Technical Bid shall consist of:

- (i) Cover Letter in the form set out as **Annexure C**;
- (ii) Technical Compliance Sheet set out as **Annexure D**;
- (iii) Document of registration (i.e., incorporation certificate issued by the SECP or partnership deed along with registration certificate issued by the Registrar of Firms);
- (iv) Proof of NTN registration;
- (v) Proof of GST registration;
- (vi) Proof of Bidder being on the active taxpayers list (Income and Sales Tax) of the concerned revenue authority (taxpayer list serial number (downloadable from FBR’s website) is also to be mentioned);
- (vii) Original affidavit (not older than two months from the date of submission of the Bid) on stamp paper worth Rs.100 or more stating that:

- (a) The deponent is an authorized representative of [Insert Name of Bidder] (Bidder) and has been duly authorized by the Bidder to submit the accompanying bid in response to the [Name of RFP] advertised by STZA including such other documentation or clarifications as may be requested by STZA. This affidavit may be relied upon as evidence of the deponent's authority to submit the bid; and
 - (b) The Bidder is not insolvent, bankrupt and has not been blacklisted or debarred by the public procurement regulatory authority or any government, semi-government, private, autonomous body, or any other international organization.
- (viii) A Bid Bond in the amount of PKR 200,000/- (Pakistani Rupees Two Hundred Thousand only) in the form of a pay order/bank draft, payable to STZA, as a guarantee of the Bidder's good faith and intention to execute a contract if their proposal is accepted. The Bid bond will be returned to the Bidder if their proposal is not accepted. If the Bidder fails to execute a contract after their proposal has been accepted, the Bid bond will be forfeited;
 - (ix) Letter of authorization of Partnership from Fortinet;
 - (x) Letter of authorization or Partnership from H3C Technologies Co., Ltd;
 - (xi) Letter of authorization or Partnership from Ubiquiti in Pakistan; and
 - (xii) Such other supporting documents as may be required by the Bidder to substantiate and/or verify compliance with the Technical Evaluation Criteria which must be clearly identified in the Technical Compliance Sheet.
- 4.3. The Financial Bid shall consist of the Format of Financial Bid in the form set out as **Annexure E**.
- 4.4. The Bidder is required to anticipate exchange rate fluctuation in its Financial Bid. Refusal to proceed with execution of the contract or withdrawal of the Bid on account of exchange rate risk shall be subject to forfeiture of the Bid Bond.
- 4.5. The prices quoted in the Financial Bid and the amount of the Bid Bond must be in Pakistani Rupees (PKR) and in accordance with the requirements of this RFP and supporting Annexures. 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.
- 4.6. The prices quoted in the Financial Bid be inclusive of all applicable taxes and duties (including import duties). STZA shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments to be made pursuant to the procurement envisaged in this RFP.
- 4.7. Details of applicable taxes and duties shall be given in the quoted price and breakup of the quoted price accordingly shall be clearly mentioned in the Financial Bid.

- 4.8. 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.
- 4.9. Bids submitted shall be valid for a period of one hundred and fifty (150) days.
- 4.10. The proposals must be in the English language.
- 4.11. Clarifications, if any, on the requirements may be obtained from mehwish.iqbal@stza.gov.pk.

5. Technical Evaluation Criteria

- 5.1 Technical Bids will be evaluated based on the technical criteria specified in **Annexure F**.

6. Bid Submission, Rejection and Cancellation

- 6.1. Bids must be submitted in sealed original hard copies on or before *17 April 2023 on 1100 hrs.* at Special Technology Zones Authority, 16th Floor, New State Life Tower, F-7, Jinnah Avenue, Blue Area, Islamabad.
- 6.2. The Bids received after the due date and time will not be entertained.
- 6.3. Bids submitted electronically will not be accepted.
- 6.4. Bids should be submitted very carefully, and the instructions set out herein should be scrupulously complied with, failing which the Bid may be rejected by STZA.
- 6.5. STZA reserves the right to:
 - (a) reject any proposals that are received after the deadline.
 - (b) reject any proposals not accompanied by the Bid bond or with less amount of Bid bond/security will be rejected.
 - (c) to cancel this RFP and reject all Bids at any stage of the Bidding process (including, without limitation, after Bid Opening and/or evaluation of bidders).

7. Bid Opening

- 7.1. The opening of proposals shall take place on *17 April 2023 at 1130 hrs.* at Special Technology Zones Authority, 16th Floor, New State Life Tower, F-7, Jinnah Avenue, Blue Area, Islamabad.

7.2. Initially, only the Technical Bid shall be opened in the presence of Bidders who wish to attend the Bid opening. The Financial Bid and Bid Bond shall be retained.

7.3. After the evaluation and approval of the Technical Bid, Financial Bids of the technically qualified Bidders only will be opened at a time, date and venue announced and communicated to the Bidders in advance. Financial Bids of technically unsuccessful Bidders will be returned.

8. Award of Contract

8.1. The contract shall be awarded to the technically qualified bidder with the lowest quotation as per the Financial Bid as per STZA's evaluation. STZA also reserves the right to issue purchase orders where necessary or applicable.

8.2. In case the lowest qualified Bidder does not proceed with the execution of the contract, STZA reserves the right to forfeit the Bid security provided by such Bidder and award the contract to next lowest evaluated technically qualified Bidder.

8.3. A draft of the contract with indicative terms and conditions is set out in **Annexure G** for reference which may also be subsequently revised prior to execution at STZA's discretion. The revised contract shall also include provisions relating to timelines for delivery of the scope of work, as specified in the Bid by the Bidder., provided that the term of the contract shall be for a period of fourteen (14) months from the date of signing of the contract.

8.4. Payment shall be made as per the terms and conditions specified in the contract to be executed with the successful Bidder.

9. Confidentiality

All proposals and information submitted in response to this RFP will be treated as confidential by STZA and will only be used for the purpose of evaluating proposals.

10. Intellectual Property

STZA shall retain ownership of any intellectual property developed in connection with this RFP.

11. Termination

STZA may terminate this RFP at any time without cause by providing written notice to the Bidder.

12. Governing Law

This RFP and any related agreements shall be governed by the laws of Pakistan.

13. Grievance Redressal

Any dispute arising out of or in relation to this RFP shall be resolved through by referring the matter to STZA's grievance redressal committee.

14. Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Bidder agrees to be bound by these standard terms and conditions.

Mehwish Iqbal
Manager Procurement

mehwish.iqbal@stza.gov.pk

Special Technology Zones Authority

Annexure A
Scope of the RFP

A. Detail of Items to be covered in support contract and license requirement.

Sn	Item Description	Qty
1	(FG-601E-BDL-950-12) FortiGate-601E Hardware plus 1 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	1
	Hardware Version, Advanced	
	Enhanced Support, Premium	
	Firmware & General Updates	
	Application Control Signatures	
	Device & OS Identification	
	Internet Service Database Definitions	
	Intrusion Prevention	
	IPS Definitions	
	IPS Engine	
	Malicious URLs	
	Botnet Ips	
	Botnet Domains	
	AntiVirus	
	AV Definitions	
	AV Engine	
	Mobile Malware	
	Web Filtering	
	Blocked Certificates	
	Email Filtering	
Outbreak Prevention		
FortiGate Cloud		
FortiGate Cloud Log Retention		
2	(LAN Switches non POE) H3C S5130S-28ST-EI L2 Ethernet Switch with 24*10/100/1000Base-T Ports and 2*10G BASE-X SFP+ Ports and 2*1/2.5/5/10G BASE- T Ports, (AC) Single Cable, Console Serial Port Cable,1.8m, D9F,28UL20276(4P) (P296U),MP H-8P8C	4
3	(LAN switches POE) H3C S5130S-28ST-PWR- EI L2 Ethernet Switch with 24*10/100/1000Base-T Ports and 2*10G BASE-X SFP+ Ports and 2*1/2.5/5/10G BASE- T Ports, (PoE+,AC) Single Cable, Console Serial Port Cable,1.8m,D9F,28UL20276(4P)(P296U),MP H-8P8C	9
4	(Core Switch) H3C S5560S-28S-SI L3 Ethernet Switch with 24*10/100/1000Base-T Ports and 4*1G/10G Base-X SFP Plus Ports, (AC)	1
5	H3C 1000BASE-LX SFP Transceiver, Single Mode (1310nm, 10km, LC)	16
6	U6-LR (UniFi U6-LR is a 4x4Wi-Fi 6 access point	17
7	UAP-FLEX HD (Ubiquiti UniFi UAP FlexHD Indoor/Outdoor WiFi Access Point	2
8	UCK-G2-Cloud Key Gen2 (Ubiquiti UniFi Cloud Key Gen2 Plus (UCK-G2-PLUS)	1
9	D-Link DPH-150SE IP Phones	90

B. Scope of Work

Sr #	Description/Specifications	QTY
1.	FG-601E-BDL-950-12 Firewall license renewal for 1 Year for all components as mentioned in Datil of Items Table.	01
2.	CT-Foundation Basic Service 1Y 5x9 Next Business Day-S, INT For all H3C Switches Installed at STZA as mentioned in Datil of Items Table.	01
3.	D-Link DPH-150SE IP Phones support and warranty for 90 IP Phones	01
	One Year Support /Warranty /License for <ul style="list-style-type: none">• U6-LR (UniFi U6-LR 4x4Wi-Fi 6 access point• UAP-FLEX HD (Ubiquiti UniFi UAP FlexHD Indoor/Outdoor WiFi Access Point• UCK-G2-Cloud Key Gen2 (Ubiquiti UniFi Cloud Key Gen2 Plus (UCK-G2-PLUS)	01
4.	Managed Enterprise Support (One Year) <ul style="list-style-type: none">1- Troubleshooting for internet issues over WIFI, LAN, firewall and switches2- Configuration related issue for WIFI, LAN network and internet3- On call support within office hours (9:00AM to 5:30PM)4- Onsite support within office hours (9:00AM to 5:30PM) for issues which cannot be resolved through remote session and over call.	01

Annexure B

Mandatory Eligibility Criteria

- (i) The Bidder must be duly registered to conduct its business in Pakistan for at least 03 Years.
- (ii) The Bidder must have an established/registered office in Islamabad Pakistan.
- (iii) The Bidder must be listed on the Active Taxpayers List (both Income and Sales Tax) of the Federal Board of Revenue.
- (iv) The Bidder is not insolvent, bankrupt and has not been blacklisted or debarred by the public procurement regulatory authority or any government, semi-government, private, autonomous body, or any other international organization and is an active taxpayer and has submitted its tax return for the preceding fiscal year.
- (v) Bidder should have minimum Certificate of Authorized Reseller from Fortinet and is currently an authorized Forti-Partner.
- (vi) Bidder should have minimum letter of Authorization from H3C Technologies Co., Ltd.
- (vii) Bidder should have minimum Distributor Authorization from authorized distributor of Ubiquiti in Pakistan.

Annexure C

Cover Letter

***[TO BE ON THE LETTERHEAD OF THE BIDDER COMPANY
CONTAINING ADDRESS OF REGISTERED OFFICE AND NECESSARY
CONTACT INFORMATION]***

Dear Concerned,
Tender Name:

We are writing to express our interest in Bidding for the procurement opportunity currently available at your organization. We believe that our company meets all the criteria mentioned in the RFP and we are confident that we can provide high-quality products/services that will meet your requirements.

[Company Name] is a [brief description of your company], and we have been providing [relevant products/services] to our clients for [insert number of years] years.

We understand that your organization is looking for a Bidder who meets the requirements of the criteria mentioned in your request for proposals. We would like to assure you that our company meets all these requirements.

[Insert credentials and expertise of your company]

We are submitting this cover letter as part of the first envelope, which is meant to showcase our qualifications and experience. In our proposal, we have included all the necessary information required by the procurement documents, such the Technical Bid, Financial Bid, and other relevant information.

We would be happy to provide you with additional information about our company and answer any questions that you may have. Thank you for considering our proposal. We look forward to the opportunity to work with your organization.

Our Bid shall be valid for a period of one hundred and fifty days (150) days.

We understand that you are not bound to accept the lowest or any Bid you may receive and that you may also cancel the subject tender at your discretion.

We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid and that the undersigned is a duly authorized representative of our company.

Sincerely,

[Your Name] [Signature][Company Name] [Email Address] [Company Address]

Annexure D

Technical Compliance Sheet

SR	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)
	[TO BE INSERTED BY THE BIDDER BASED ON THE TECHNICAL EVALUATION CRITERIA]			

Annexure E

Format of Financial Bid

SR	DESCRIPTION	QUANTITY	AMOUNT	TAXES	TOTAL AMOUNT WITH TAXES
	[TO BE INSERTED BY THE BIDDER BASED ON THE QUANTITY AND COST (TAX INCLUSIVE) OF GOODS TO BE SUPPLIED.				

Annexure F

Technical Evaluation Criteria

Sr #	Description/Specifications	QTY	Requirement
1.	FG-601E-BDL-950-12 Firewall license renewal for 1 Year for all components as mentioned in Annex "B".	01	Must
2.	CT-Foundation Basic Service 1Y 5×9 Next Business Day-S, INT For all H3C Switches Installed at STZA as mentioned in Annex "B"	01	Must
3.	D-Link DPH-150SE IP Phones support and warranty for 90 IP Phones	01	Must
	One Year Support /Warranty /License for <ul style="list-style-type: none">• U6-LR (UniFi U6-LR 4x4Wi-Fi 6 access point• UAP-FLEX HD (Ubiquiti UniFi UAP FlexHD Indoor/Outdoor WiFi Access Point• UCK-G2-Cloud Key Gen2 (Ubiquiti UniFi Cloud Key Gen2 Plus (UCK-G2-PLUS)	01	Must
3.	Managed Enterprise Support (One Year) <ol style="list-style-type: none">1- Troubleshooting for internet issues over WIFI, LAN, firewall and switches2- Configuration related issue for WIFI, LAN network and internet3- On call support within office hours (9:00AM to 5:30PM)4- Onsite support within office hours (9:00AM to 5:30PM) for issues which cannot be resolved through remote session and over call.	01	Must

Annexure G

Draft Contract with Indicative Terms and Conditions

DRAFT AGREEMENT FOR SERVICES (INDICATIVE – SUBJECT TO FURTHER CHANGES)

This Agreement for Services (the “**Agreement**”) is made at Islamabad on the [•] day of [•], 2023 (“**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 [Insert]
2. [Insert], a company incorporated under the laws of Pakistan, having its registered office located at [Insert], (hereinafter referred to as “**Service Provider**”) which expression shall, whenever the context so requires or permits, include its successors and assigns).

(STZA and the Service Provider 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.
- B. The Service Provider is involved in the business of providing services including but not limited to [Insert];
- C. STZA has duly selected the Service Provider 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 Service Provider. A copy of the RFP is attached as **Schedule A** to this Agreement and shall be read as an integral part of this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the Service Provider 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 bind, the Parties agree as follows:

1. KEY TERMS & CONDITIONS

1.1. SERVICES

- 1.1.1. The Service Provider shall provide services to STZA as per **Schedule B** of this Agreement including but not limited to in respect of license and subscription, hardware and software support, and managed enterprise as set out in Clause 1.2 of this Agreement(hereinafter collectively referred to as the “**Services**”).
- 1.1.2. The Service Provider shall provide the Services in accordance with the Terms of Reference provided in the RFP. 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 Service Provider 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. SCOPE OF SERVICES

- 1.2.1. **License and Subscription:** The Service Provider shall provide the requisite licenses and subscriptions as per the technical requirements set out in Annexure A of the RFP. The subscription verification date shall occur within thirty (30) days from the Signing Date.
- 1.2.2. **Hardware and Software Support:** The Service Provider shall provide hardware and software support to STZA as per the technical requirements set out in Annexure A of the RFP. This will include support for H3C and Ubiquity devices, security paths and replacement of hardware in case they do not function as per the intended purpose. The subscription verification date for these support services shall occur within thirty (30) days from the Signing Date.
- 1.2.3. **Managed Enterprise Support:** The Service Provider shall provide operational support in the form of day-to-day troubleshooting and configuration as per the technical requirements set out in the RFP and this Agreement. These operational management support services shall be provided by the Service Provider from 9am to 5am (Pakistan time), five (5) days a week throughout the term of this Agreement.

1.3. WARRANTIES

- 1.3.1. The Service Provider shall ensure that the warranty of specific hardware as set out in Annexure A of the RFP shall commence from the subscription verification date as mentioned in Clause 1.2.2 and end on the expiry of one (1) year thereafter (“**Warranty Period**”).
- 1.3.2. If, at any time during the Warranty Period, there is any defect or deficiency in the

components covered under warranty hereunder, the Service Provider shall, at its own cost, carry out (or cause to be carried out) the necessary repairs, rectification or replacement in order to ensure conformance to the requirements of this Agreement, including the technical requirements mentioned in the RFP.

1.4. TERM

1.4.1 This Agreement shall become effective on the Signing Date and shall continue for a period of fourteen (14) months, unless otherwise terminated in accordance with the provisions of Section 2.1 of this Agreement (the “**Term**”).

1.4.2 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.

1.5. PAYMENT FOR THE SERVICES

1.5.1 As Consideration for the provision of the Services as per **Schedule A** of this Agreement read with RFP, STZA shall pay to the Service Provider a total sum of PKR [Insert]/- (hereinafter referred to as the “**Consideration**”). 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 STZA.

1.5.2 STZA shall pay total Consideration in following manner:

1. License and Subscription: 100% on the subscription verification date as mentioned in Clause 1.2.1.
2. Hardware and Software Support: 100% on the subscription verification date as mentioned in Clause 1.2.2
3. Operational Management: 25% quarterly at the end of quarter in arrears commencing from the date on which both subscription verification dates as mentioned in Clause 1.2.1 and 1.2.2 have occurred.

1.5.3 The payment of Consideration shall be made within thirty (30) business days after receipt of invoice by STZA.

2. MISCELLANEOUS PROVISIONS

2.1 DEFAULT AND TERMINATION

2.1.1 If the Service Provider fails to perform the Services as per the Specifications within the time period set out in this Agreement or otherwise 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, or otherwise engages in any illegal, criminal or fraudulent activity whatsoever (whether inside or outside Pakistan), STZA may terminate this Agreement with immediate effect by written notice.

2.1.2 STZA may terminate this Agreement, at its convenience, by providing thirty (30) days advance written notice in writing to the Service Provider.

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 Service Provider subject to the prior written approval by STZA, shall abide by all the confidentiality obligations of this Agreement.

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.

2.3 FORCE MAJEURE

2.3.1 An event of "Force Majeure" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided that such material and adverse effect could not have been prevented, overcome, or remedied, in whole or in part, by the affected Party through the exercise of diligence and reasonable care. An event of Force Majeure shall include, but not be limited to, an act of God, a pandemic, outbreak, plague, war (whether declared or not), government decree, import and export bans, fire, explosion, flood, typhoon, strikes and sabotage, civil commotion, riots, embargoes. For the avoidance of doubt, changes in price on account of currency fluctuations or for any reason shall not constitute a force majeure event.

2.3.2 A Party that is prevented to perform its obligations under this Agreement due to an event of Force Majeure shall notify the other Party as soon as possible but in any event within seven (7) days by e-mail when the Force Majeure event has occurred. The prevented Party shall also notify the other Party by e-mail as soon as possible when the event of Force Majeure has ended.

2.3.3 In the event of Force Majeure which may cause delay in the performance of the Service Provider’s obligations or any part thereof, STZA shall endeavor to reach a mutual

agreement on a fair and reasonable extension. Where the Parties fail to agree, STZA shall, on its own, determine and notify the Service Provider in writing of a fair and reasonable extension of time. If the Services are not performed by the date of such extension, STZA shall be entitled to terminate this Agreement with immediate effect through written notice to the Service Provider.

2.4 DATA PROTECTION

- 2.4.1 The Service Provider, to the extent relevant to its obligations hereunder, shall have necessary security protocols and encryption mechanisms in place to ensure that there is no data breach in relation to the data of STZA that is provided to the Service Provider under this Agreement. The Service Provider shall notify STZA in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after the Service Provider has either actual or constructive knowledge of a breach which affects STZA's data (an "**Incident**"). The Service Provider shall have actual or constructive knowledge of an Incident if the Service Provider knows there has been an Incident or if the Service Provider has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The Service Provider shall promptly take appropriate action to mitigate such risk or potential problem at its own expense. In the event of an Incident, the Service Provider shall, at its sole cost and expense, restore all confidential information and data, to as close its original state as practical and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable. The Service Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.4.2 The Service Provider shall indemnify STZA in accordance with this Agreement in the event of any Incident as specified above.

2.5 REPRESENTATIONS & WARRANTIES

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 The Service Provider, in addition to the above, warrants and represents as follows:
- a. the Service Provider is duly authorized and has obtained all requisite corporate approvals and consents required in relation to the execution of this Agreement and performance of the Services;
 - b. the Service Provider has the necessary licenses, qualifications and expertise to

deliver the Services to STZA as per the requirements herein;

- c. the Service Provider shall comply with all applicable laws and regulatory requirements in relation to the performance of its obligations under this Agreement;
- d. the Service Provider shall be responsible for and perform all its obligations under this Agreement in a professional manner with the quality and reliability of prudent industry standards;
- e. The performance of the Services will not infringe any valid or applied for copyright, patent or trademark, foreign or domestic; and
- f. The Agreement Price does not violate any pricing regulations and that the Service Provider's execution of this Agreement constitutes the Service Provider's warranty of compliance with all such regulations.

2.6 INDEMNITY AND LIMITATION OF LIABILITY

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

2.7 ASSIGNMENT AND BENEFIT OF AGREEMENT

- 2.7.1 The Service Provider shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of STZA.
- 2.7.2 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 Service Provider, without affecting any rights of Service Provider hereunder. Any such assignee and Service Provider shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Service Provider shall enter into such documents as may be necessary and required to bring the assignment into effect.
- 2.7.3 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.

2.8 COUNTERPARTS

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

2.9 NOTICES

2.9.1 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 or registered email 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: 16th Floor, State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

Telephone: [Insert]

Email: [Insert]

Attention: [Insert]

For Service Provider

Address: [Insert]

Telephone: [Insert]

Email: [Insert]

Attention: [Insert]

2.9.2 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.

2.10 AMENDMENTS TO BE IN WRITING

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

2.11 SEVERABILITY

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.

2.12 NO WAIVER

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.

2.13 GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. 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 for amicable settlement. 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 referred to arbitration in accordance with the Arbitration Act, 1940. The seat and venue of arbitration shall be based in Islamabad, and there shall be one (1) arbitrator appointed for the dispute.

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

<p>SPECIAL TECHNOLOGY ZONES AUTHORITY, through its authorized signatory Name: [Insert] Designation: [Insert] CNIC No.: [Insert]</p> <p>[INSERT], through its authorized signatory Name: [Insert] Designation: [Insert] CNIC No: [Insert]</p> <p>In the presence of following WITNESSES:</p> <p>1. Name: [Insert] Designation: [Insert] Contact Number: [Insert] Email ID: [Insert] CNIC: [Insert]</p> <p>2- Name: Designation: Contact Number: Email ID: CNIC:</p>	<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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SCHEDULE A – REQUEST FOR PROPOSAL

ENCLOSED HEREINAFTER THIS SHEET

SCHEDULE B - SERVICES REQUIRED AS PER SECTION 1.1 OF AGREEMENT

TO BE INSERTED
