



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 supplier for:

REQUEST FOR PROPOSAL(RFP) FOR ENTERPRISE LEVEL BACKUP SOLUTION

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 1200 hrs. on or before 15 August 2023. The bids will be opened on the same day i.e., 15 August 2023 at 1230 hrs. This advertisement is also available on the 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 PURCHASE OF ENTERPRISE LEVEL BACKUP SOLUTION FOR STZA

1. Introduction

Special Technology Zones Authority (“**STZA**”) is inviting proposals from eligible, and qualified supplier (“**Bidder**”) for Purchase of Enterprise Level Backup Solution for STZA. 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 **Purchase of Enterprise Level Backup Solution** for STZA, 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;
- (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; and
- (viii) A Bid Bond in the amount of PKR 170,000/- (Pakistani Rupees One Lac Seventy Thousand only) in the form of a pay order / demand 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) An authority letter or board resolution on official letterhead in favor of the signatory signing the above-mentioned Cover Letter affixed with company stamp and/or seal authorizing such individual to submit the bid in response to this RFP;
- (x) 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

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 15 August 2023. *on 1200 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 15 August 2023 *on 1230 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 qualified bidder with the lowest bid as per STZA's evaluation. STZA also reserves the right to issue purchase orders where necessary or applicable.

8.2. In case the qualified Bidder with the lowest bid 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 the next qualified Bidder with the second lowest bid.

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.

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

9. Intellectual Property

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

10. Termination

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

11. Governing Law

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

12. 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.

13. 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.

Manager Procurement
Mehwish Iqbal
mehwish.iqbal@stza.gov.pk
Special Technology Zones Authority

Annexure A

Scope of RFP

Supply & Installation of Enterprise Level Backup Solution software. 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. | 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 for 70 users 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 for 70 users |
| 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 |

Annexure B

Mandatory Eligibility Criteria

- (i) The Bidder must be duly registered to conduct its business in Pakistan for at least 03 Years. Proof of Certificate of Incorporation or Registration or equivalent (attach proof)
- (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) 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: 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.

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. | | | | |

- (i) 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.
- (ii) STZA shall make full payment of the quoted and accepted price upon successful delivery and installation of the goods, subject to the satisfaction of STZA.

Annexure F

Technical Evaluation Criteria

GENERAL REQUIREMENTS

| SR | ATTRIBURE | 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 of proposed backup solution (Attach certificates as proof) | MUST |
| 4 | Geographical Presence | Office locations present in Islamabad, (include contact details) | MUST |

| SR. | REQUIREMENT | REQUIREMENT | WEIGHTAGE |
|-----|---|------------------------------|-----------|
| 1 | Software based Backup Solution with support | 01 year | MUST |
| 2 | Installation and configuration of proposed backup solution software at STZA Head Office 1 x Job | 1 x Job | MUST |
| 3 | Official training of proposed backup solution for STZA resources of 02 resources | Within 1 month of deployment | MUST |

TECHNICAL REQUIREMENTS OF SOFTWARE

| SR | ATTRIBURE | 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 for 70 users 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 for 70 users | 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 |

Annexure G

Draft Contract with Indicative Terms and Conditions

AGREEMENT FOR PURCHASE OF GOODS

This Agreement for Purchase of Goods (hereinafter referred to as the “**Agreement**”) is made at Islamabad on this ___ day of _____, 2022 (“**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 OF COMPANY / PARTNERSHIP / SOLE PROPRIETOR]**, with its registered address at **[Insert Address]** (hereinafter referred as the “**Vendor**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(Each of STZA and the Vendor are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”).

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. Vendor is involved in the business of *inter alia*, **[Insert Business]**.
- C. STZA has duly selected the Vendor for the purchase and installation of a enterprise level backup solution (hereinafter referred to as the “**Goods**”), through its Request for Proposal dated **[Insert Date]** (*hereinafter referred to as the “**RFP**”*) and corresponding terms and conditions. A copy of the RFP is attached as **Schedule A** to this Agreement which shall be treated as part of this Agreement for all intents and purposes. The terms and conditions of this Agreement shall be in addition to the RFP.
- D. This Agreement shall be construed in accordance with the Public Procurement Rules, 2004, and regulations made thereunder. In the event of any inconsistency/conflict in the terms and conditions of this Agreement and Public Procurement Rules, 2004 and regulations made thereunder, the terms of the latter shall prevail to the extent of such inconsistency or conflict.
- E. The Parties have agreed to enter into this Agreement to record the terms and conditions for the purchase of Goods.

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

1.1. Supply and Installation Of Goods

- 1.1.1. The Vendor shall sell, deliver and install the Goods as per the quantities and specifications set out in the RFP.
- 1.1.2. The Goods shall be delivered and installed within a period of 30 days from the Signing Date or otherwise as mutually agreed between the Parties (the “**Delivery Date**”). In the event the Vendor fails to deliver and install the Goods by the Delivery Date, STZA shall be entitled to charge a delay surcharge of [01]% of the Agreement Price (deductible from the Agreement Price) for each day of delay, and where the delay exceeds a total of thirty (30) days, STZA shall be entitled to terminate this Agreement in accordance with Clause 2.1.
- 1.1.3. The packing and delivery of the Goods shall be made by the Vendor as is required to prevent their damage or deterioration during transit and delivery to STZA, as per prudent industry practice. STZA shall be entitled to reject any delivery that is deemed not to have been packaged adequately.
- 1.1.4. The Vendor shall provide adequate notice of a minimum of twenty-four (24) hours to STZA when it wishes to be provided access to STZA’s premises for the purpose of installation of the Goods.

1.2. Payment For Goods

- 1.2.1. STZA shall pay to the Vendor a total sum of PKR [Insert]/- for the delivery and installation of the Goods (hereinafter referred to as the “**Agreement Price**”). The Agreement Price shall be inclusive of any and all applicable taxes, levies or duties (including, without limitation, sales tax, withholding tax, and import duties, if applicable).
- 1.2.2. All expenses in relation to the packing, delivery and installation of Goods shall be borne by the Vendor.
- 1.2.3. The payment shall be made within thirty (30) business days after the Delivery Date and receipt of invoice by STZA, provided that STZA has not rejected such Goods in accordance with the terms of this Agreement.

1.3. Support

- 1.3.1. The support services in relation to the Goods shall be provided by the Vendor to STZA in accordance with the RFP. The support period of the Goods shall commence from the Delivery Date for the duration mentioned in the RFP (“**Support Period**”).
- 1.3.2. The support services provided under this Agreement in respect of the Goods or any

certificate delivered pursuant hereto shall survive the delivery of and payment for the Goods and shall remain in full force and effect, regardless of any expiry and/or termination of this Agreement.

1.4. Rejection of Goods

- 1.4.1. If the Goods fail to conform to the specifications and requirements of the RFP or are materially damaged or deteriorated, STZA shall be entitled to reject the Goods without incurring any liability whatsoever. In case STZA rejects the Goods, the Goods shall be removed from the location of delivery at the sole cost and expense of the Vendor, failing which such Goods shall be removed by STZA at its discretion. In case of such rejection, if requested by STZA, the Vendor shall ensure delivery of replacement Goods that are in accordance with the specifications and requirements of the RFP, which shall be delivered within the time communicated by STZA to the Vendor without any additional cost to be incurred by STZA. STZA may also, at its discretion, accept such Goods that are otherwise liable to be rejected pursuant to the provisions of this Agreement, if they are not in the quantity set out in the Specifications and prorate the payment of the Agreement Price based on the quantity of Goods received.

1.5. Term

- 1.5.1. This Agreement shall become effective on the Signing Date and shall continue for a period of [12] months, unless otherwise terminated in accordance with the provisions of Section 2.1 this Agreement (hereinafter referred to as the “**Term**”).

2. MISCELLANEOUS PROVISIONS

2.1. Default And Termination

- 2.1.1. If the Vendor fails to deliver or install the Goods as per specifications and requirements of the RFP 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 other Party.

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

2.2.3. The confidentiality obligations shall survive termination and/or expiry of this Agreement shall be valid for a period of ten (10) years from the date of termination and/or expiry of this Agreement.

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. 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. An event of Force Majeure which may cause delay to the Vendor's or any part thereof and be such as to fairly entitle the Vendor to an extension in the Delivery Date, STZA shall endeavor to reach a mutual agreement on a fair and reasonable extension to the Delivery Date. Where the Parties fail to agree, STZA shall, on its own, determine and notify the Vendor in writing of a fair and reasonable extension to the Delivery Date. If the Goods are not delivered to STZA by such extended Delivery Date, STZA shall be entitled to terminate this Agreement with immediate effect through written notice to the Vendor.

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.

2.4.3. The Vendor, in addition to the above, warrants and represents as follows:

- (a) The Vendor has the necessary qualifications and expertise to deliver the Goods to STZA as per the requirements of the RFP.
- (b) The Goods shall be genuine, authentic, legitimate and fit for their intended purpose.
- (c) The Vendor shall be responsible for and perform all its obligations under this Agreement in a professional manner with the highest industry standards if applicable.
- (d) The Vendor shall ensure quality check of the Goods and each component thereof and warrants that the same shall not be damaged and shall remain fully functional and perform in all material respects.
- (e) The delivery of the Goods will not infringe any valid or applied for copyright, patent or trademark, foreign or domestic.
- (f) The Agreement Price does not violate any pricing regulations and that the Vendor's execution of this Agreement constitutes vendor's warranty of compliance with all such regulations.

2.5. Health and Safety Requirements

2.5.1. The Vendor shall ensure that all necessary health and safety measures are taken during the installation of the Goods unit to protect STZA and any personnel involved in the installation from hazards and risks associated with the installation process. The Vendor shall provide all necessary personal protective equipment (PPE) and ensure that all personnel involved in the installation process are properly trained to operate the equipment safely.

2.5.2. The Vendor shall also ensure that the Goods are installed in accordance with all applicable laws and regulations relating to health and safety. In the event that any hazardous condition arises during the installation process, the Vendor shall immediately notify STZA and take all necessary steps to mitigate the hazard. STZA shall have the right to inspect the installation site and request that the Seller provide proof of compliance with health and safety regulations prior to the commencement of

the installation process.

2.6. Indemnity

- 2.6.1. The Vendor 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 Vendor 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 Vendor of any of its representations, warranties or covenants contained in this Agreement.

2.7. Assignment and Benefit of Agreement

- 2.7.1. The Vendor 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 any person with prior intimation to the Vendor, without affecting any rights of Vendor hereunder.
- 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

- 2.8.1. 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, by email, or by a recognized courier at the addresses specified below or at such other address as may be notified in writing:

For STZA

Attention: [Insert]

Address: 16th Floor, New State Life Tower, Blue Area, Islamabad

Telephone: [Insert]

Email: [Insert]

For Vendor

Attention: [Insert]

Address: [Insert]

Telephone: [Insert]

Email: [Insert]

2.9.2. Any notice or document shall be deemed to have been served if delivered personally or by email 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

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

2.11. Severability

2.11.1. 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.

2.12. No Waiver

2.12.1. 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.

2.13. Governing Law & Dispute Resolution

2.13.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

2.13.2. 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.

2.13.3. 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 settled [in accordance with the provisions of the Arbitration Act, 1940.

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

SCHEDULE A – REQUEST FOR PROPOSAL

***ENCLOSED HEREINAFTER THIS SHEET**