



REQUEST FOR PROPOSAL

FOR THE PROVISION OF

WHATSAPP BUSINESS API SOLUTION

TO

SPECIAL TECHNOLOGY ZONES AUTHORITY



Special Technology Zones Authority

Cabinet Division

Government of Pakistan

Request for Proposal

1. The Special Technology Zones Authority (STZA), an autonomous body established under the Special Technology Zones Authority Act 2021 invites bids from firms/companies (hereinafter referred to as the '**Bidders**') who are on the Active Taxpayers List of the Federal Board of Revenue **for the provision of WHATSAPP BUSINESS API SOLUTION to STZA** for the financial year 2022-23 (hereinafter referred to as the "**Bids**"). The method of Bid submission will be Single Stage Two Envelopes and the method of selection will be on a Least Cost Basis.
2. Bidders can submit their Bid against this RFP. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, 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/>
3. The Bids, prepared in accordance with the instructions in this RFP, must reach office of the Special Technology Zones Authority located at 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Blue Area, Islamabad by 1100 hours on or before on 31st May 2022. The Bids will be opened on the same date i.e., 31st May 2022 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 Zones Authority
16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad

INSTRUCTIONS TO BIDDERS

1. INVITATION TO SUBMIT A PROPOSAL

- 1.1. Special Technology Zones Authority (“**STZA**”) is an autonomous body established under Special Technology Zones Authority Act, 2021. The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research, and technology industry, to increase productivity and decrease the costs of production through high-tech interventions, intensive innovation, and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through the creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers, etc. More details can be obtained from the Special Technology Zones Authority Act, 2021 and STZA’s official website.
- 1.2. STZA seeks to engage an experienced Bidders to provide WhatsApp Business API Solution to the STZA. Eligible Bidders are invited to submit a Bid, detailing their experience and qualifications in the form provided in this document.
- 1.3. This RFP and related documents are available on the STZA website (www.stza.gov.pk). The RFP and related documents can also be downloaded from PPRA free of cost. All Bidders who intend to participate must send an email to mehwish.igbal@stza.gov.pk with their contact details for any clarifications prior to the submission. Submission will be in hardcopy only.
- 1.4. The Bids, prepared in accordance with the instructions in this RFP, must reach Special Technology Zones Authority, 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Blue Area, Islamabad by 1100 hrs on or before 31st May 2022. The Bids will be opened on the same date i.e., 31st May 2022 at 1130 hrs. All envelopes must be sealed, including all required documents.

2. TERMS AND CONDITIONS

- 2.1. Bids must reach in the office of Manager Procurement, Special Technology Zones Authority, Plot # 61, 16th Floor, New State Life Tower, Jinnah Avenue, Blue Area Islamabad at or before 1100 hours on 31st May 2022. Any Bid received by STZA after the deadline for submission of bids will be returned unopened. The Bids will be opened at 1130 hrs on the same day 31st May 2022, in the presence of bidder’s representatives who choose to attend at the conference room 16th Floor, New State Life Tower, Jinnah Avenue, Blue Area, Islamabad. Submission cannot be done through email.

- 2.2. The bidding shall be done on an Open Competitive Bidding basis through a **Single Stage - Two Envelope Bidding Procedure.**
- 2.3. STZA will ensure that all data submitted by Bidders are treated as confidential.
- 2.4. All Bidders will be expected to keep any information received from STZA confidential.
- 2.5. All expenses related to participating in this RFP will be borne by the Bidders.
- 2.6. STZA reserves the right to verify any information submitted by Bidders. Any information which is found by STZA to be false will be a ground for rejection. Any misstatement or concealment will also be grounds for rejection.
- 2.7. STZA reserves the right to cancel this procurement process at any time without notice and disclaims all and any liability related to it.
- 2.8. STZA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 2.9. Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted bids or proposals.
- 2.10. All queries must be through a written notice or email.

3. ELIGIBILITY CRITERIA

- 3.1. The eligibility criteria for Bidders are as follows in order to qualify for evaluation:
 - 3.1.1. Company/firm to be Registered with SECP or the registrar of firms/partnerships as applicable;
 - 3.1.2. Registered with FBR.
 - 3.1.3. Has not been blacklisted by any of Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan or outside Pakistan.
 - 3.1.4. Compliance with TORs and RFP is mandatory, partial compliance shall lead to the disqualification of the Bidder;
 - 3.1.5. The Bidder shall have experience of providing WhatsApp Business API Solution services to at least 5 well reputed Public /Private organizations, and the proof of services shall be submitted in the proposal.

3.1.6. Shall have at least 2 years of experience in providing these services.

3.1.7. Must be an active taxpayer registered with FBR.

3.2. All Bidders whose Technical Proposals are complete at bid opening based on the eligibility criteria will be evaluated based on the technical evaluation criteria specified below. Criteria marked as must are compulsory to be qualified.

4. TERMS OF REFERENCE

4.1. The Bidder will be required to perform the following:

4.1.1 Provide WhatsApp Business API Solution services to STZA for a period of one (1) year, which shall be extendable on an annual basis only on satisfactory performance of the service provider and by mutual consent of both the parties.

4.1.2 WhatsApp Business API solution services coverage shall be for the STZA only.

4.1.3 Processing of all settlements/disbursement of payment of claims must be at Islamabad/Rawalpindi office of the selected Bidder.

4.1.4 Worldwide coverage should be provided.

4.1.5 Prices quoted shall remain valid for a period of 12 months.

4.2. The contract with the successful Bidder shall be signed after completion of all formalities and the Bidder shall be bound to provide coverage effective from the start of the Contract.

4.2.1. The contract duration shall be for a period of one (01) year starting from the contract signing date agreed with STZA and may be extended with mutual consent of both parties on annual basis.

4.2.2. The draft contract is appended to this RFP and is based on the terms of reference contained herein. The draft contract is indicative in nature and the terms contained therein may be subject to change prior to signing of contract.

5. DOCUMENTS

5.1. All Bidders must submit a single bid containing 2 sealed envelopes for the Single Stage - Two Envelope Bidding Procedure, containing the following:

5.1.1. The **TECHNICAL PROPOSAL** in a sealed envelope (and labelled as "TECHNICAL PROPOSAL") must include all of the following documents in order to qualify and be eligible for evaluation:

(i) The Chatbot service Provider should have global presence and experience with more than 10 reputable clients in providing WhatsApp Communication Platform.

- (ii) The vendor's cloud-based services should be ISO 9001 & 27001 along with ISO 27017 & ISO 27018 certified which ensures the Service quality and Information Security measures.
- (iii) The vendor should have provided WhatsApp services to any Govt/Public sector of Pakistan including the approval process from Facebook for that sector as Facebook deals Govt clients individually and case to case basis.
- (iv) The Chatbot service provider should be a direct BSP (Business Solution Provider) of WhatsApp Business API.
- (v) The WhatsApp channel shall be accessible via secured APIs and via Web Based portal
- (vi) The solution should support Omnichannel integration creating chatbots over multiple channels like WhatsApp, Facebook Messenger, Live Chat, etc.
- (vii) The Live Agent platform solution should be easy to use GUI and accessible anywhere across the globe through the Web Interface and Mobile app (Android & IOS).
- (viii) The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif
- (ix) The Platform should easy handle high load of queries with at least 500 Concurrent users/sessions.
- (x) The platform should be open and allow connectivity to other STZA systems via APIs
- (xi) The platform should support variety of programming languages e.g. node.js, python and php to develop advanced features through Webhooks/API
- (xii) The chatbot should seamlessly hand-over conversations (chats) to a human agent
- (xiii) STZA should have complete ownership and control over data used in the Platform
- (xiv) The expected Service Availability time should be > 99% - Separate Service level Agreement will be signed by the vendor
- (xv) The vendor should be able to provide 24/7 support
- (xvi) Name of Authorized Person/Account Manager with full contact information on Company/Firm letterhead
- (xvii) Proof of work done previously for both public and private entities.
- (xviii) Please note that the absence of any documentary proof of above mentioned shall lead to the disqualification from the bidding process. Following are the requirements for technical evaluation.

S. No	Functionality	Criteria
1	The Chatbot service Provider should have global presence and experience with more than 10 reputable clients in providing WhatsApp Communication Platform.	Must
2	The vendor's cloud-based services should be ISO 9001 & 27001 along with ISO 27017 & ISO 27018 certified which ensures the Service quality and Information Security measures.	Must
3	The vendor should have provided WhatsApp services to any Govt/Public sector of Pakistan including the approval process from Facebook for that sector as Facebook deals Govt clients individually and case to case basis.	Must
4	The Chatbot service provider should be a direct BSP (Business Solution Provider) of WhatsApp Business API	Must
5	The WhatsApp channel shall be accessible via secured APIs and via Web Based portal	Must
6	The solution should support Omnichannel integration creating chatbots over multiple channels like WhatsApp, Facebook Messenger, Live Chat, etc.	Must
7	The Live Agent platform solution should be easy to use GUI and accessible anywhere across the globe through the Web Interface and Mobile app (Android & IOS).	Must
8	The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif	Must
9	The Platform should easy handle high load of queries with at least 500 Concurrent users/sessions.	Must
10	The platform should be open and allow connectivity to other STZA systems via APIs	Must
11	The platform should support variety of programming languages e.g. node.js, python and php to develop advanced features through Webhooks/API	Must
12	The chatbot should seamlessly hand-over conversations (chats) to a human agent.	Must
14	STZA should have complete ownership and control over data used in the Platform	Must
17	The expected Service Availability time should be > 99% -Separate Service level Agreement will be signed by the vendor	Must
18	The vendor should be able to provide 24/7 support.	Must

5.1.2. The **FINANCIAL PROPOSAL** in a sealed envelope (and labelled as "FINANCIAL PROPOSAL") must include the following document in order to qualify:

- (a) Financial Proposal according to the TORs as detailed in Section 4.

- (b) The Financial Proposal shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- (c) The quoted price shall be in Pak Rupees and shall be inclusive of all applicable taxes.
- (d) The details of Financial Proposal or a price quotation shall at no cost be mentioned in any document being submitted as part of the Technical Proposal. Bidders will be disqualified if such details are mentioned in the Technical Proposal.
- (e) Cost for WhatsApp Business API along with 10,000 Chats/User and minimum 5 Live Agent
- (f) Configuration/Development Cost
- (g) Upfront installation / setup and license cost
- (h) Hosting cost if applicable
- (i) Minimum monthly / yearly cost if applicable (recurring cost)
- (j) Any other costs

5.2. STZA will open the financial bids of all Bidders who are found technically responsive. All qualified bidders will be notified regarding the date, time, and venue of the financial bid opening. The Bidder technically qualified and offering the least rate will be awarded the contract.

DRAFT CONTRACT

(The draft contract is indicative only, and is subject to change based on solution provided by the Bidder)

AGREEMENT FOR WHATSAPP BUSINESS API SOLUTIONS

This Agreement for WhatsApp Business API Solutions (the “**Agreement**”) is made at Islamabad (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its 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 NAME]**, a company/firm incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Service Provider**” which expression shall, where the context so permits mean and include its successors and permitted 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 (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. The Service Provider is involved in the business of *inter alia*, [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 Vendor. A copy of the RFP is attached as **Schedule A** to this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the 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 are hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. KEY TERMS & CONDITIONS

1.1 SERVICES

The Provider shall provide and implement WhatsApp business service, chatbot solution and live agent platform including, but not limited to the following features.

1.1.1 WhatsApp Business API Channel:

- (a) Service Provider will be responsible for the registration and approval of WhatsApp business account over APIs from Facebook.
- (b) STZA will provide its own number which shall be registered over WhatsApp Business APIs.
- (c) The WhatsApp channel shall be accessible via secured APIs (Rest & Json) and via Web Based portal.

1.1.2 Chatbot Platform features:

- (d) The chatbot building platform should be cloud based with easy to use interface which is accessible anywhere across the globe to make operations and maintenance hassle free.
- (e) The chatbot building tool should be GUI based with Drag and drop, code-free interface which enables people without coding knowledge to build chatbots.
- (f) The solution should have NLP (Natural Language Processing) engine to understand end-user's intent and therefore provides conversational experience.
- (g) The solution should provide multichannel communication from different social media platform and through external APIs
- (h) The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif and other web elements etc.
- (i) The solution should be able to integrate with 3rd party systems using the API & Webhook features.
- (j) Implementation of multiple business use cases through API integration with 3rd party systems
- (k) Service Provide will also provide support for future integration of other application integration.
- (l) The platform should allow user with different role management link Chatbot Manager, Designer, Supervisor and Reporting Manager etc.
- (m) The system should support block listing of users and the user can not send the message or the Bot should not entertain the specified number.
- (n) The solution should allow STZA to create multiple chatbots at a time.
- (o) The solution should also enable STZA to design, build, test and deploy AI or

keyword-based chatbots.

- (p) The solution be able to seamlessly perform in case of high load.

1.1.3 Analytics and Reporting Features:

- (a) Advanced conversational and training analytics should be available within the platform allowing STZA to benchmark the performance regularly.
- (b) The solution should be able to provide reporting and analytics of the communication done over chatbots.
- (c) All conversational logs and history should be accessible to STZA for monitoring and retraining purposes
- (d) The solution should be able to provide the following details against Analytics or created chatbots:
 - Number of total sessions
 - Number of total messages
 - Number of sessions per each chatbot
 - Number of inbound messages per session
 - Average session duration
- (e) The system should also be able to provide detailed reporting of each message exchange between STZA and End users (preferably with an option to export in Excel format)
- (f) The System should also be able to provide analytics of performance based on the learning and feedback
- (g) Reporting to be done in strict compliance of **Schedule B**.

1.1.4 Contact Center solution (Live Agent Solution):

- (a) The Live Agent platform solution should be easy to use GUI and should be accessible anywhere across the globe through the Web Interface [including but not limited to Chrome, Firefox, Safari and Microsoft Edge] as well as Mobile app (Android & IOS).
- (b) The Solution should enable creation of multiple agents which can handles the incoming queries in real-time.
- (c) The solution should support the following features:
 - 2-Way messaging
 - Conversation threading
 - Conversation management: queue and routing management, agent assignment, resolution management, history overview
- (d) User Roles shall be available which are necessary in Contact Center environment. The user roles shall include roles like Agents, Supervisors, Reporting Manager etc.
- (e) Options like Setting Working hours and Away messages should be available to improve the customer experience.
- (f) The solution supports the Feedback within the Contact center platform which can be triggered towards customer by the agent once the conversation is complete.

- (g) Automation that trigger alerts towards Supervisor in case specific agent is not responding to the chat assigned to him.
- (h) Agents or Supervisor should be able to transfer a chat to other agents within their team seamlessly. The customer should not be notified about the agent switch.
- (i) Whisper mode: While transferring the chat to other agents, Internal Notes option should be available where an Agent can explain the brief. The note will be visible to another agent and not the customer.
- (j) Supervisor should be able to look into any previous or on-going conversation to keep a real time check.

1.1.5 Contact Center Reporting:

- (a) Detailed Reporting Dashboard should be available that shows real-time Analytics in GUI form along with capability of creating reporting and exporting them in CSV EXCEL formats.
 - (b) Following Details are mandatory to have available over the Dashboard:
 - (c) Chats:
 - Total Chats arrived
 - Total Chats Resolved
 - Unresolved Chats
 - (d) Resolution Time:
 - Average Resolution times of chats
 - Time Slabs of Resolution Times of Chats
 - (e) Agents Performances [to be inserted at the time of contract finalization]
 - (f) Individual insights about each agent: Chats resolved, First response times, Handling time of chats, Logged In time, Away Times, Lunch Break durations etc.
 - (g) Queues and Channels:
 - Chats per each Queue
 - Chats per each Channel
 - (h) Survey/feedback Results:
 - A dedicated dashboard to populate results of surveys.
- i. STZA reserves the right to ask the Service Provider to perform other services not included in the scope of this Agreement subject to mutually agreed terms and conditions.
 - ii. Service Provider shall provide Services in strict compliance of the Schedules attached to this Agreement.
 - iii. Service Provider shall provide the Services in strict compliance of timelines stipulated in **Schedule C**.
 - iv. The Service Provider shall not publish and/or disseminate any content in any form whatsoever under the Services, without the prior approval of STZA, specifically in relation to text of the data being circulated under the Services and the intended recipients of the content under the Services.

1.2 TERM

- 1.2.2 This Agreement shall become effective on the Signing Date and shall continue for an initial period of one (1) year unless otherwise terminated in accordance with the provisions of this Agreement (the “**Term**”).
- 1.2.3 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 the expiry of the Term.

1.3 PAYMENT FOR THE SERVICES

- 1.3.1 STZA shall pay the Service Provider upon satisfactory performance of Services on a payout model of retainer per month in accordance with **Schedule D** of this Agreement (hereinafter referred to as the “**Consideration**”).
- 1.3.2 Service Provider will submit an invoice with proof of work at the end of each month to claim the Consideration as provided in the RFP by the Service Provider and agreed by STZA.
- 1.3.3 After receiving the complete document from the Service Provider, STZA will process the payment within 30 days.
- 1.3.4 Any other terms relating to the payment of Consideration shall be mutually agreed upon between the Parties, subject to acceptance of the terms of the financial proposal of the Service Provider in response to the RFP, as accepted by STZA, in whole or in part.
- 1.3.5 Within fourteen (14) days of the receipt of a letter of intent from STZA, the Service Provider shall furnish Performance Security to STZA for a sum equivalent to 10% of the total value of the Consideration. The Performance Security shall be returned to the Service Provider upon expiry and/or termination of this Agreement.

2 MISCELLANEOUS PROVISIONS

2.1 DEFAULT AND TERMINATION

- 2.1.1 If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable

of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.

- 2.1.2 Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful, or scandalous behavior or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 2.1.3 Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 2.1.4 Upon termination under this Section above, STZA shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that STZA shall be entitled to refund of any part of the Consideration paid for the unfinished work, as at the date of termination.

a. **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 a third party appointed by the Service Provider subject to the prior written approval by Client 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.
- 2.2.4 Service Provider shall fulfil all legal obligations under the applicable laws in

connection with processing of Confidential Information including but not limited to personal data obtained from STZA under this Agreement. The Service Provider shall also comply with ICT system safety standards and protect the Confidential Information including but not limited personal data of STZA based on prudent and best industry practices.

b. FORCE MAJEURE

- i. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, the act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.
- ii. Notwithstanding the foregoing, in the event of the occurrence of such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Service Provider shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the Client to the Service Provider for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

c. REPRESENTATIONS & WARRANTIES

- i. 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.
- ii. 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 maybe bound.

3 INDEMNITY AND LIMITATION OF LIABILITY

3.1 The Service Provider hereby covenants, agrees, and confirms that it shall indemnify, defend, and hold harmless the Client 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.

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

4 ASSIGNMENT AND BENEFIT OF AGREEMENT

4.1 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.

4.2 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 Vendor, without affecting any rights of Service Provider here under. 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.

4.3 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.

5 COUNTERPARTS

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

6 NOTICES

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

For STZA

Address: [insert]
Telephone: [insert]
Email: [insert]
Attention: [insert]

For CONSULTANT

Address: [insert]
Telephone: [insert]
Email: [insert]
Attention: [insert]

6.2 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.

7 AMENDMENTS TO BE IN WRITING

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

8 SEVERABILITY

8.1 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.

9 NO WAIVER

9.1 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.

10 GOVERNING LAW & DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to the respective senior management of the Parties for resolution in strict compliance with **Schedule G**.

10.2 If the Parties cannot settle any dispute or difference within fifteen (15) days, then such dispute or difference shall be settled through arbitration. The place of arbitration shall be Islamabad only and shall be governed by Arbitration Act, 1940. The language of Arbitration shall be English. Each party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding.

11 INTELLECTUAL PROPERTY RIGHTS & LICENSE

11.1 No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property are granted or transferred under this Agreement. Either Party shall only use the intellectual property of the other Party including but not limited to their name, emblem, official seal, and/or Confidential Information in connection with this Agreement, with the express prior written permission of other Party and in accordance with their respective approvals. Neither Party shall use the intellectual property of the other Party in any form to further its commercial and/or business objectives, and/or gain any undue advantage, in any manner whatsoever. For the avoidance of doubt, each Party will retain all rights in its own proprietary materials, rights, technology and intellectual property that originate from or are solely developed by such Party and the Parties do not contemplate any joint development of intellectual property in connection with this Agreement.

11.2 The Service Provider shall provide STZA with a non-transferable, non-sub licensable license to use the platform of Service Provider during the Term of this Agreement for the purposes of this Agreement.

12 SCHEDULES

12.1 The following schedules are attached hereto and shall be read as an integral part of this Agreement:

- 12.1.1 Schedule A: RFP
- 12.1.2 Schedule B: Reporting
- 12.1.3 Schedule C: Timelines for Execution of Services
- 12.1.4 Schedule D: Payment Terms
- 12.1.5 Schedule E: Data Processing Agreement
- 12.1.6 Schedule F: WhatsApp terms of Service
- 12.1.7 Schedule G: Escalation Matrix

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 authorised signatory</p> <p>Name: Designation: CNIC No.:</p> <p>[INSERT NAME] through its authorised signatory</p> <p>Name: Designation: CNIC/ Passport No.:</p> <p>in the presence of: signature of WITNESSES</p> <p>1- Name: Address: CNIC/ Passport No.:</p> <p>2-Name: Address: CNIC/ Passport No.:</p>		<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>SIGNATURES</p> <p>.....</p> <p>.....</p>
--	--	---

SCHEDULES

*****All Schedules to be inserted at the time of Signing of the Agreement*****
