



**Special Technology Zones Authority**

Cabinet Division

Government of Pakistan

**Expression of Interest (EOI) for Pre-Qualification for a Digital & Creative Agency**

1. STZA, an autonomous body established under the Special Technology Zones Authority Act 2021 invites Expressions of Interest (“EOI”) from firms who are on the Active Taxpayers List of the Federal Board of Revenue to provide consultancy on tax related matters to STZA. Those bidders who pre-qualify in this EOI will be invited to participate in Request for Quotation for providing services related to Digital and Creative Agencies after contract signing.
2. Request for EOI documents, (containing detailed terms and conditions, etc. are available on the STZA website ([www.stza.gov.pk](http://www.stza.gov.pk)). EOI documents can also be downloaded from PPRA website [www.ppra.org.pk](http://www.ppra.org.pk) free of cost.
3. The expression of interest, prepared in accordance with the instructions in the EOI documents, must reach at Special Technology Zones Authority office, Plot # 61, New State Life Tower, 16th Floor, Jinnah Avenue, Islamabad by 1100 hours on 21<sup>st</sup> April 2023. The packages will be opened on the same day 21<sup>st</sup> April 2023 at 1130 hrs. Submission will be in hard copy only.

**Mehwish Iqbal**

Manager Procurement

[mehwish.iqbal@stza.gov.pk](mailto:mehwish.iqbal@stza.gov.pk)

Special Technology Zones Authority

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



**Special Technology Zones Authority**  
Cabinet Division  
Government of Pakistan

**EXPRESSION OF INTEREST**

**FOR**

**PRE-QUALIFICATION FOR  
DIGITAL & CREATIVE AGENCY**

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**SPECIAL TECHNOLOGY ZONES AUTHORITY**

## **INSTRUCTIONS TO BIDDERS**

### **1. BACKGROUND**

- 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 the productivity and decrease the costs of production through high-tech interventions, intensive innovation and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers etc. More details can be obtained from official website of STZA.
- 1.2. STZA intends to pre-qualify eligible **firms** through this request for an Expression of Interest (“EOI”).
  - 1.2.1. Those bidders who pre-qualify in this EOI will be invited to made part of the panel and will be required to deliver services based on RFQ (Least cost basis)

### **2. INVITATION TO SUBMITT AN EXPRESSION OF INTEREST**

- 2.1. Eligible firms are invited to submit a proposal to participate in STZA’s pre- qualification process for engaging firms to provide services to STZA regarding Creative and Digital services. Firms should submit their proposals, detailing their experience and qualifications in the form provided in this document.

### **3. TERMS AND CONDITIONS**

- 3.1. This request for EOI will be subject to the Public Procurement Regulations 2004, and any other relevant rules.
- 3.2. STZA will ensure all data submitted by prospective applicants is treated as confidential.
  - 3.2.1. All bidders shall keep any information received from STZA confidential.
- 3.3. All expenses related to participating in this request for EOI will be borne by the applicants.
- 3.4. STZA reserves the right to verify any information submitted by applicants.

3.5. Any information which is found by STZA to be false will be ground for rejection. Any misstatement or concealment will also be grounds for rejections.

3.6. STZA reserves the right to at any time cancel this procurement process without notice and disclaims all and any liability in that instance.

3.7. All queries must be in writing or through email.

3.8. In responding to this request for EOI, all bidders accept the responsibility fully to understand this EOI document in its entirety, and in detail, including making any inquiries to STZA as necessary to gain such understanding. STZA reserves the right to disqualify any firm who demonstrates less than such understanding. Further, STZA reserves the right to determine, at its sole discretion, whether the firm has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to STZA.

#### **4. DEADLINE FOR SUBMISSION AND PROCEDURE**

4.1. All prospective applicants must send an email to [mehwish.iqbal@stza.gov.pk](mailto:mehwish.iqbal@stza.gov.pk) with their contact details. STZA will not be liable for any missed communications due to a failure to provide this information.

4.2. By 1100 hours on 21<sup>st</sup> April 2023, all proposals must reach the STZA office and proposals will be opened at 1130 hours on 21<sup>st</sup> April 2023 at the STZA office located at:

**Plot # 61, New State Life Tower, 16<sup>th</sup> Floor, Jinnah Avenue, Islamabad**

4.3. Submission cannot be through email.

4.4. All envelopes must be sealed, include all documents required and must be clearly marked:

**“EOI TO PRE-QUALIFY A DIGITAL & CREATIVE AGENCY FOR STZA”**

#### **5. DOCUMENTS**

5.1. All applications **MUST BE** submitted in a sealed envelope which should include the following:

5.1.1. A cover letter in a sealed envelope (and labelled as “EXPRESSION OF INTEREST” and indicating the firm’s name) which includes the checklist enclosed in Annexure A.

5.1.2. Such supporting documents as are specified in or otherwise enable the applicant to demonstrate satisfaction of each criterion mentioned in Annexure A and B of this EOI.

#### **6. EVALUATION CRITERIA AND PROCESS**

6.1. All bidders whose Expressions of Interest are complete at opening, will be evaluated based on the technical evaluation criteria detailed in Annexure B of this document.

6.1.1. Those bidders who fail to achieve the minimum criteria (as required by Annexure A) will

not be pre-qualified.

6.2. Only those bidders who are found technically responsive and clear the minimum qualification criteria laid out in Annexure A and B will be invited to sign a contract with STZA in the form set out in Annexure C. The term of the contract shall be for an initial period of one (1) year, extendable for two additional terms of one (1) year each, at the discretion of STZA. The form of contract set out in Annexure C is indicative only and may be subsequently revised prior to execution at STZA's discretion to the extent allowed under PPRA rules.

## 7. SCOPE OF WORK

### Creative Agency

**STZA is looking for the creative agency that have expertise and prior experience in all the aspects of business below:**

- High quality Graphic Designing Services for print, social, outdoor, standees, flyers, office branding, giveaways, like shields, folders, letter head, stamps and any other as required.
- Social media specific designs with adaptation to required sizes.
- Designing for any branding deliverables as required.
- Digital Video Campaign – Modes can vary as per the requirements.
- TV commercial – Infomercial production
- Video recording and production
- Conceptualization of ideas for creative execution keeping in view the scope shared by the organization.
- Video Editing, Post editing, grading, color correction and other post-production related services.
- Video creation (Animation or otherwise) – 2D/ 3D or otherwise required.
- Stationary items Branding
- Brand Book, Brand Guidelines
- Event Theme Design and Branding
- Copy writing – caption writing for any marketing touch point.
- Content writing – Articles / blogs etc.
- Business writing
- Proofing of any content created for any touchpoint (Print, Digital, Outdoor and others)
- Standees/ Flyer Design with brand guidelines
- Creating Infographics for various deliverables
- Infographics and informative videos according to the briefs.
- Recording of Radio spots
- Engaging Experts from market for any purpose – recording artist, influencers, hosts, co-hosts, guests or any other third-party engagement.
- Planning for creative initiatives to achieve short -term and long-term strategy.
- Execution of marketing led activities.
- Event Management Services from design, conceptualization, procurement, fabrication and any other service or procurement related to the event.
- Outdoor campaign planning (Static, Digital, building wraps, floats any other creative touchpoint or mode of execution), coordination and execution which also includes getting the most desired assets with market competitive rates, quality and management and monitoring of the campaign and reporting.
- Hiring of any third party related services including software, consultants and others.
- Any other activity for which the need arises and might/might not be part of the list shared above.

### Digital Agency:

- Creating Digital campaigns for the organization for all social media platforms including Facebook, Instagram, twitter, LinkedIn, and others as deemed necessary.
- Creating Content for Digital that resonates with the target audience.
- Campaign Tracking, reporting and updates as required by the organization.
- Continuous benchmarking and improvement on KPIs related to Digital like Reach, impressions, CTR, Cost per lead, traffic to landing page, conversion, and others.
- Disseminating and circulating daily (multiple) posts for social media ensuring accuracy in terms of language, grammar, and message
- Initiating and executing innovative digital campaign to enhance reach and get the message across.
- Creating landing pages as and when required and related services as required.
- Content Creation for website.
- Newsletter circulation and design creation and adaptability for the digital mediums.
- Reporting of Brand Health from digital on periodic basis as required.
- Digital / Virtual events/ Conferences / Seminars or sessions support, planning, promotion execution, pre and post event promotion and other related services / deliverables.
- Any other activity for which the need arises and might/might not be part of the list shared above.

## **8. QUALIFICATIONS OF THE AGENCY:**

- 8.1 The agency **Must Have** the minimum capabilities to qualify, as provided in Annexure A. Proof of each of the listed items in Annexure A must be provided. Failure to meet any of the above criteria will disqualify a bidder.
- 8.2 Pre-qualification will be subject to the provision of references and verification of those references by STZA in its sole discretion.

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## Annexure A

### MANDATORY DOCUMENT CHECKLIST

| S # | List of Documents  | Mark |
|-----|--|------|
| 1.  | A letter of introduction briefly detailing the prospective firm's suitability for this assignment  | Must |
| 2.  | A profile of the firm  | Must |
| 3.  | CVs of all partners and key staff and an org chart   | Must |
| 4.  | Proof of relevant experience as mentioned in Section 8   | Must |
| 5.  | Original Affidavit (not more than 30 days old at the day of bid submission) on Stamp Paper of at least Rs 100 value that the Bidder is not insolvent, bankrupt, or blacklisted or debarred by any public agencies. Also stating that there are no pending criminal matters against the Bidder. | Must |
| 6.  | Copies of tax returns of previous three (03) years   | Must |
| 7.  | Firm's incorporation certificate along with NTN certificate  | Must |
| 8.  | Proof of applicant 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)  | Must |
| 9.  | Presence of an already running office in Islamabad (and at least one other in Karachi or Lahore).  | Must |
| 10. | Experience of working for at least 5 years with both govt organization/ agencies and Multinationals, showcase PO/Workorders from 2017(One of which should at least reflect work from 2017) onwards as reference.   | Must |
| 11. | Experience of managing digital campaigns for at least 5 years, showcase proof with pictures and timelines - showcase PO/Workorders from 2017(One of which should at least reflect work from 2017) onwards as reference.  | Must |
| 12. | Experience of delivering high-profile Events, showcase at least one proof in terms of pictures of execution and work order/PO from the client.   | Must |
| 13. | Minimum two references from recent clients not older than [3] years, with one from government sector and one from multinational.   | Must |
| 14. | Presence of an already running office in Islamabad (And at least one other in Karachi or Lahore)   | Must |

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**Annexure B**

**TECHNIAL EVALUATION CRITERIA**

| <b>Sr.</b> | <b>Requirements</b>   | <b>Points</b>        |
|------------|---|----------------------|
| 1.         | <b>Number of Public sector clients (Experience letters as proof)</b><br>10+<br>5-9<br>Less than 5   | 15<br>08<br>03       |
| 2.         | <b>Number of private sector client (Experience letters as proof)</b><br>10+<br>5-9<br>Less than 5   | 15<br>08<br>03       |
| 3.         | <b>Team structure and experience (Resumes and org chart required as a proof)</b><br>50+ Full time resources<br>35 - 50 Full time resources<br>Less than 35 full resources   | 20<br>10<br>05       |
| 4.         | <b>Financial Strength (Total Revenue based on audited financial statement 2021-22 or a year earlier)</b><br>100+ Million PKR<br>50+ million PKR<br>20+ million PKR<br>Less than 20 million PKR  | 10<br>07<br>05<br>03 |
| 5.         | <b>Experience of planning and executing a high-profile event (Showcase event plans, pictures and proof that the event was organized by you in form of invoice /Work order or a similar document)</b><br>10+ Events<br>5-9 Events<br>Below 5 events          | 10<br>06<br>03       |
| 6.         | <b>Proof of executing large scale digital campaign with results (Showcase plan, objective, creatives medium, results with platforms to determine this)</b><br>10+<br>5-9<br>Below 5   | 20<br>10<br>07       |
| 7.         | <b>Client References (3 Public sector clients &amp; 3 Private sector clients)</b><br>The reference must mention the nature of work conducted for the client which client must not be older than [5] years.<br>6 references<br>3-5 references<br>Less than 3 | 10<br>5<br>2         |
|            | <b>Total Marks</b>  | <b>100</b>           |

Minimum Qualifying Marks = 70% of 100 = 70

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**Annexure C**  
**FORM OF CONTRACT (INDICATIVE ONLY)**

**DRAFT AGREEMENT FOR PROVISION OF SERVICES**

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This Agreement for Provision of Services (hereinafter referred to as the “**Agreement**”) is made at Islamabad on this \_\_\_ 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
2. **[INSERT NAME OF COMPANY / PARTNERSHIP / SOLE PROPRIETOR]**, with its registered address at [Insert Address] (hereinafter referred as the “**Service Provider**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(Each of STZA and the Service Provider 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. The Service Provider is involved in the business of *inter alia*, providing public relations, media, communication, and market research services.
- C. STZA has, after evaluating the Service Provider’s bid pursuant to the Expression of Interest dated [Insert] (“**EOI**”), duly selected the Service Provider (among other parties) for the provision of public relations, media, communication, and market research services (collectively “**Services**”), as more particularly set out in Section 7 of the EOI, which is enclosed 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.

**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. Provision of Services**

- 1.1.1. STZA may request the Service Provider for a price quotation of any of the Services specified in the EOI, as required by STZA from time to time. In this regard, STZA shall initiate a request to the Service Provider setting out the scope of work in relation to the Services required from the Service Provider from time to time (“**Assignment**”). The Service Provider

shall submit a price quotation for such Assignment to STZA (“**Fees**”) along with such other documentation or work-plans requested by STZA for the Assignment within the time period communicated by STZA to the Service Provider in its request.

- 1.1.2. If, in the discretion of STZA, the Fee quoted by the Service Provider is the lowest as compared to the quotations received by STZA from other vendors, STZA shall issue a work order for such Assignment in favor of the Service Provider (“**Work Order**”) in which it will notify the Service Provider of the final scope of the Assignment and Fees along with agreed timelines for delivery of the Assignment. For the avoidance of doubt, the prices quoted by the Service Provider shall be inclusive of any and all applicable taxes, levies or duties (including, without limitation, sales tax, and import duties, if applicable).
- 1.1.3. The Service Provider shall provide the Services to STZA as per the scope/specifications/requirements set out in the Work Order or as per the scope/specifications/requirements set out in the EOI (collectively “**Specifications**”) or as may be communicated to the Service Provider by STZA as part of the final scope of the Assignment.
- 1.1.4. The Services shall be provided within the time set out in the Work Order (“**Completion Date**”). In the event the Service Provider fails to provide the Services by the Completion Date, STZA shall be entitled to charge a delay surcharge of [one (1)% of the Consideration (deductible from the Consideration) 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.
- 1.1.5. The Services shall be provided as per prudent industry practice.
- 1.1.6. For any of the following matters, the Service Provider shall request for STZA’s written approval, provided that STZA may specify other specific approvals in the Work Order as may be required from time to time:
  - (a) Draft press releases, articles, photographs or captions;
  - (b) Copy, layouts, artwork and/or scripts;
  - (c) Any document or other work produced by the Service Provided and required to be shared with any other third party; and
  - (d) Any other work agreed to be included hereunder as part of the Assignment.
- 1.1.7. STZA shall have the right to discontinue an Assignment or any part of the Services at any time though prior written notice to the Service Provider.

## **1.2. Payment for Services**

- 1.2.1. STZA shall make payment to the Service Provider in Pakistani Rupees in such amounts as set out in the respective Work Orders issued by STZA from time to time which shall be inclusive of any and all applicable taxes, levies or duties (“**Consideration**”).
- 1.2.2. The payment of Consideration shall be made within [forty-five (45)] business days after completion of the Assignment(including, without limitation, submission of all relevant documentation including invoice etc)to the satisfaction of STZA in accordance with the terms of this Agreement or within such milestones as agreed between the Parties for a specific

Assignment.

- 1.2.3. In case the Assignment is incomplete or partially complete, STZA shall, at its discretion, prorate the Consideration payable based on the quantity and quality of Services provided for such Assignment. STZA shall have the discretion to determine the quantum of such deductions from the Consideration.
- 1.2.4. If the Service Provider wishes to engage a third party in relation to the performance of its obligations under this Agreement or make payment to a third party in relation to its obligations under this Agreement, it shall obtain prior written approval of STZA, provided that outsourcing of the Assignment in whole or in part, to any other third party shall not release the Service Provider of its obligations, responsibilities and liabilities under this Agreement in any manner whatsoever and the Service Provider shall remain fully responsible for the performance of such Services. If STZA discontinues a particular Assignment for its own convenience, then the Service Provider shall be entitled to a refund of any pre-approved third party payments that it has made out-of-pocket. The Service Provider shall not be entitled to a refund of any third-party payment if such third-party payment is not approved by STZA or if an Assignment is discontinued due to a default attributable to the Service Provider or due to the Service Provider's refusal to proceed with an Assignment.

### **1.3. Rejection of Services**

- 1.3.1. If the Services fail to conform to the requirements of the Specifications, STZA shall be entitled to reject the Services without incurring any liability whatsoever. In case STZA rejects the Services, the Service Provider shall carry out all such actions necessary to bring the Services in line with the Specifications, failing which the Service Provider shall not be liable to payment of the Consideration. STZA may also, at its discretion, accept such Services that are otherwise liable to be rejected pursuant to the provisions of this Agreement and prorate the payment of the Consideration based on the quality of Services received.

### **1.4. Term**

- 1.4.1. This Agreement shall become effective on the Signing Date and shall continue for an initial period of one year, unless otherwise terminated in accordance with the provisions of Section 2.1 this Agreement (hereinafter referred to as the "**Term**"). The Term may be extended for an additional two periods of one (1) year each at the discretion of STZA, subject to mutual consent of the Parties.

### **1.5. Independent Contractor**

The Service Provider is an independent contractor. The relationship between STZA and the Service Provider shall not be construed to be that of an employer and employee, or a partnership, joint venture or agency of any kind. All employees, agents, contractors, and other personnel engaged by the Service Provider for performing the Services shall be and shall remain employees or contractors of the Service Provider and shall not be deemed to be employees of STZA for any purpose whatsoever.

## **2. MISCELLANEOUS PROVISIONS**

### **2.1. Default And Termination**

- 2.1.1. If the Service Provider fails to provide the Services as per the Specifications within the time period set out in this Agreement or fails to submit a quotation when requested by STZA 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 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 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.
- 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 Service Provider's or any part thereof and be such as to fairly entitle the Service Provider to an extension in the Completion Date, STZA shall endeavor to reach a mutual agreement on a fair and reasonable extension to the Completion Date. 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 to the Completion Date. If the Services are not delivered to STZA by such extended Completion Date, STZA shall be entitled to terminate this Agreement with immediate effect through written notice to the Service Provider.

## **2.4. Intellectual Property**

2.4.1. The Parties hereby acknowledge and agree that STZA shall exclusively own all rights, title and interests including patent rights, copyrights, trademark rights, trade secrets, made, conceived or reduced to practice, in whole or in part, (whether patentable or not), in relation to the Services, and each Assignment, and other intellectual property of STZA ("**Intellectual Property**"), and the Service Provider shall have no intellectual property related right, interest or claim in the Services, and each Assignment, during the Term and after expiry of the Term, or any extension thereof as applicable.

2.4.2. STZA grants a limited and non-exclusive license to the Service Provider to use the Intellectual Property of STZA for the delivery and performance of its obligations under this Agreement.

## **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, authority 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 has the necessary qualifications and expertise to provide the Services to STZA as per the requirements of the Specifications.
- (b) The Services shall be as per their intended purpose.
- (c) The Service Provider 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 Service Provider shall ensure quality check of the Services.
- (e) The provision of the Services will not infringe any valid or applied for copyright, patent or trademark, foreign or domestic.

- (f) The provision of the Services shall not adversely affect the good-will / reputation of STZA.
- (g) The payment of Consideration will not violate any pricing regulations and that the Service Provider's execution of this Agreement constitutes vendor's warranty of compliance with all such regulations.
- (h) The Service Provider shall ensure that the proposed team members mentioned in its bid set out in **Schedule B** will work on Assignments given by STZA to the Service Provider from time to time to maintain good industry standards in a professional manner.

## **2.6. Indemnity**

- 2.6.1. 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, sub-administrators, and/or subcontractors, 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 any person with prior intimation to the Service Provider, without affecting any rights of Service Provider 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:** \_\_\_\_\_

**Address:** 16<sup>th</sup> Floor, New State Life Tower, Blue Area, Islamabad

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**For Service Provider**

**Attention:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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 by a sole arbitrator to be appointed with the mutual consent of both Parties (failing which, it shall be appointed by the Court). The seat and venue of arbitration shall be Islamabad.

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

|  |                   |
|--|-------------------|
| <p><b>Special Technology Zones Authority<br/>through its authorized signatory</b></p> <p><b>Name:</b> [Insert]<br/><b>CNIC No.:</b> [Insert]<br/><b>Contact No.:</b> [Insert]</p> <p><b>[Insert], as authorized signatory of [Insert<br/>Full Name of Service Provider]</b></p> <p><b>Name:</b> [Insert]<br/><b>CNIC No.:</b> [Insert]<br/><b>Contact No.:</b> [Insert]</p> <p><b>In the presence of signature of WITNESSES</b></p> <p>Name: Hamza Wajid<br/>Address: 16<sup>th</sup> Floor, New State Life Tower, Blue Area, Islamabad<br/>CNIC No.: 37405-1394573-9</p> <p>Name: [Insert]<br/>Address: [Insert]<br/>CNIC No.: [Insert]</p> | <p>SIGNATURES</p> |
|--|-------------------|

**SCHEDULE A – EXPRESSION OF INTEREST**

\*\*\*ENCLOSED HEREINAFTER THIS SHEET\*\*\*

**SCHEDULE B – SERVICE PROVIDER’S BID**

\*\*\*ENCLOSED HEREINAFTER THIS SHEET\*\*\*



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