



Special Technology Zones Authority

Cabinet Division

Government of Pakistan

Expression of Interest (EOI) for Headhunting Services

STZA, an autonomous body established under the Special Technology Zones Authority Act 2021, invites Expressions of Interest ("EOI") from Firms/ Companies who are on the Active Taxpayers List of the Federal Board of Revenue to provide Headhunting Services.

2. The Applications shall be received as per the Single Stage-One Envelope procedure.
3. The document carrying all details can also be downloaded from the STZA website www.stza.gov.pk, the website of the Public Procurement Regulatory Authority (PPRA) www.ppra.org.pk, and EPADS <https://eprocure.gov.pk>.
4. Applicants are required to submit their application on EPADs at <https://eprocure.gov.pk> up to 9th October 2025 till 1100 hrs. In case the application is not submitted on EPADs, it will not be accepted in hard form. Technical application will be opened on the same day i.e. 9th October 2025 at 1130 hrs.

Manager Procurement

procurement@stza.gov.pk

Special Technology Zones Authority

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



Special Technology Zones Authority

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EXPRESSION OF INTEREST

FOR

HEADHUNTING SERVICES

TO SPECIAL TECHNOLOGY ZONES AUTHORITY

INSTRUCTIONS TO APPLICANTS

1. **BACKGROUND**

- 1.1. Special Technology Zones Authority ("**STZA**") is an autonomous body established under the 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 official website of STZA.
- 1.2. STZA intends to pre-qualify eligible **firms/companies** through this request for an Expression of Interest ("**EOI**").
- 1.3. Those Applicants who pre-qualify will be invited to participate in a bidding process for provision of services.

2. **INVITATION TO SUBMIT AN EXPRESSION OF INTEREST**

- 2.1. Eligible firms are invited to submit an application to participate in STZA's pre-qualification process for engaging firms to provide services to STZA on Headhunting Services. Firms should submit their applications 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 / regulations.
- 3.2. STZA will ensure all data submitted by prospective applicants is treated as confidential.
- 3.3. All applicants will be expected to keep any information received from STZA as confidential.
- 3.4. All expenses related to participating in this request for EOI will be borne by the applicants.
- 3.5. STZA reserves the right to verify any information submitted by applicants.

3.6. Any information which is found by STZA to be false will be ground for rejection. Any misstatement, omission or concealment shall also be grounds for rejection and may result in blacklisting as per PPRA rules.

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

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

3.9. In responding to this request for EOI, all applicants 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.

4. **DEADLINE FOR SUBMISSION AND PROCEDURE**

4.1. All prospective applicants must send an email to procurement@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. Applicants are required to submit their application on EPADs at <https://eprocure.gov.pk> by 1100 hours on 9th October 2025. In case the application is not submitted on EPADs, it will not be accepted by the STZA even in hard form only.

4.3. Applications will be opened at 1130 hours on 9th October 2025 at the STZA office located at:

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

4.4. Submission of EOI shall not be acceptable through email.

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

“EOI TO PRE-QUALIFY HEADHUNTING SERVICES FOR STZA”

5. **TERMS OF REFERENCE (TOR)**

5.1. The Special Technology Zones Authority (STZA) is exploring Firms/Companies for provision of Headhunting services having pool of professionals, and expertise in provision of right talent with comprehensive and robust process. The Firm/ Company will be required to provide the best possible pool of eligible candidates that qualify against the STZA position for which the services will be taken. It will be the responsibility of the headhunting Firm/ Company to ensure all pre-selection work is done at their end which includes any screening, assessment, credential credibility, and availability of the candidate before they share the pool of eligible candidates with

STZA. The positions will be against management cadres covering i.e., Senior Managers, Directors, Director General, Executive Director/Member – job levels of STZA.

STZA may utilize its own recruitment channels and internal recruitment once procuring services through Headhunting Firms/Companies is not successful.

A. Terms of Reference (TORs)

1. The headhunting Firm/Company will provide a pool of prospective eligible candidates that are totally compliant with the JD (minimum six and maximum ten against the positions for which STZA needs to fill the position upon receipt of request by STZA for procuring services.
2. The EOI is being floated for the services against the technical criteria mentioned to take eligible headhunting Firm/Company as a panel of prequalified Firms/Companies etc.
3. STZA will form the panel of the **top two (2) technically qualified firms/ companies** as per the technical criteria given in Section 6 and 8. Upon technical qualification, contracts will be signed with pre-qualified applicants for three years to requisition services as and when required, by STZA. The EOI shall form an integral part of the contract, and both shall be read together, each being supplementary to and not in derogation of the other. The extension of contract may take place after mutual consent of both, and any amendment may take place after mutual consent.
4. The timings and the mode of announcement of the positions shall be as follows:
 - a) Once the Job Description and details are officially shared with the qualified Firm/Company, within 10 working days the Job should be announced on their social media handles/website (e.g LinkedIn) and advertised in two National newspapers in English and Urdu having wide circulation as a mandatory requirement.
 - b) The Firm/Company will be responsible for any costs associated with announcements, shortlisting the candidate for the position(s) as requested by STZA. Any expense to advertise the positions in newspapers can be billed to STZA at actual cost.
 - c) The announcements will only state the position in “Autonomous Statutory body” instead of STZA to maintain confidentiality.
 - d) The Firm/Company must have an online/digital platform i.e. website for headhunting services – candidate applications against the advertised/announced roles are to be processed through a globally accessible digital platform.
 - e) The advertisement should include a link of the Firm/Company of their website/ portal through which applicants can submit their applications for the position.
 - f) The vacancy will be live for a minimum of 5 working days.
 - g) On closing of vacancy, within 05 working days the shortlisted pool of eligible candidates will be shared with STZA on candidate information form (STZA will share the form) with willingness and consent of candidate to go through the process ahead.
5. The Firm/Company will screen, scrutinize and ensure that the CVs being shortlisted by it meet the criteria set by STZA. The summary of total number of candidates applied, successful,

rejected and shortlisted to be shared with STZA.

6. If any of the shortlisted applicants are unable to fully meet the requirements outlined in the Job Description within the duration specified in the Purchase Order, they may be granted one additional opportunity, within a defined timeframe, to fulfill the requirements in a second attempt. If the applicant fails to comply in this subsequent attempt, the Purchase Order shall be subject to termination.
7. The recommendations of the Firm/Company will not be binding on STZA.
8. The Firm/Company shall invoice STZA for their services for the appointed candidate(s) and the payment will be made accordingly.
9. The Firm/Company shall agree that the candidate selected and appointed at STZA thereof shall not be recommended to any other organization during his / her entire employment with STZA.
10. In case the employment of the candidate placed by the Firm/Company is voluntary or involuntary terminated within nine months period from the date of joining or if the employee decides for voluntary termination from the employment of the STZA, the Firm/Company will provide replacement without any additional cost among the panel of short listed candidates and in case of unavailability from a new pool of recommended 6 to 10 candidates.
11. In case the selected candidate who is appointed leaves STZA within 90 days of his/her joining; the Headhunting firm will restart the process of providing short-listed candidates without any additional costs if there is no suitable priority 2 or priority 3 candidate available from the pool of recommended 6 to 10 candidates.
12. Either of the parties, with one month's notice, can invoke the termination of their services as per the terms of the contract.
13. Anyone known to the Firm/Company, who has family ties and or has an association, who is being recommended to STZA needs to be disclosed as soon as possible to ensure conflict of interest does not arise.
14. All coordination to and from the Headhunting firm/ company with STZA will be through a digital time-stamped footprint (including but not limited to emails, digital CVs (web extraction tools) etc.
15. STZA and Headhunting Firm/Company would identify their authorized point of contact for coordination between the two entities; it will be mandatory for both parties not to engage with anyone other than the authorized point of contacts respectively.

6. DOCUMENTS

6.1. All applications **must** submit all documents asked for in the sections of EOI:

6.2. Qualification Criteria/Knockdown Criteria.

The minimum requirement for an Applicant to participate in the process which shall include the following:

- a) Company Profile: The Company profile should include:
1. Overview of the Firm/Company.
 2. Key management and staff
- b) Certificate of Incorporation / Business Registration: Proof of legal registration with relevant authority.
- c) NTN and GST Registration Certificates: Valid tax registration documents showing the Firm/Company is listed on the FBR Active Taxpayer List (ATL).
- d) Affidavit stating below statements (On stamp paper of worth Rs. 100/- and not older than 3 months) to the effect that:
- i. Applicant is not currently blacklisted by the PPRA.
 - ii. The documents/photocopies provided with the Application are authentic. In case of any fake/bogus document found at any stage, the Applicant shall be blacklisted as per the Law/ Rules.
 - iii. The Applicant is not insolvent, bankrupt, or blacklisted or debarred by any public agencies. Also stating that there are no pending criminal matters against the Applicant.
 - iv. The provided information is correct.

7. EVALUATION CRITERIA AND PROCESS

7.1. All applicants whose Expressions of Interest are complete at opening time will be evaluated on the basis of the technical evaluation criteria detailed in Section 8 of this document.

7.1.1. Those applicants who fail to achieve the minimum criteria (Knock Down Criteria and as required in Section 8) will not be pre-qualified.

7.1.2. Any applicant who has served as a service provider/vendor/firm/company to STZA in the past two years and whose contract was terminated due to a conflict or dispute will not be eligible for pre-qualification.

7.2. Only those applicants who are found technically responsive and clear the minimum/ knock down and qualification criteria laid down in section 8 will be invited to the bidding process. STZA will form the panel of the top two (2) technically qualified firms/ companies as per the technical criteria given in Sections 6 and 8

8. TECHNICAL EVALUATION CRITERIA

The Applicant shall be scored in accordance with the below referred technical evaluation criteria. Score

shall only be awarded where proof as per the evaluation criteria is submitted. Furthermore, it is mandatory for all Applicants to submit the requisite information/documentation against each parameter referred below. For purposes of clarity, if an Applicant fails to submit information/documentation for a particular parameter below, such an Applicant will be disqualified.

S. No.	Description - Evaluation Criterion	Marks	Relevant page number of the submitted documents (To be mentioned by the Applicant)
1	Continuous Last 10 years of Mid-tier/C-level Headhunting/Recruitment Services experience as a registered entity. (Max marks for 10 & 10+ years' experience)	5	Certificate of incorporation / Registration with the relevant body/authority.
2	List of Clients to whom the services have been rendered in the past and currently. a. Private Sector (Renowned National, Multi-National), b. Public Sector (Govt. Organizations & Semi/Autonomous & Regulatory Bodies), c. Financial Institutions/Banks. (1 mark for each organization) A maximum of 10 marks for each of the above-mentioned categories d. International placements 6-10posts – 5 marks e. International placements up to 3 –5 2 marks	30 5	PO / Work Orders/completion certificate/contracts
3	Number of Management cadre positions filled along with respective levels (Top, Executive, to all levels in between with middle and entry level management) for successful completion and placement during the last 02 years. a Leadership positions (C-level, Director, Executive Directors), Max 15 marks • one mark for each position b C-level minus 1 position = Max10 marks • 10 Marks for more than 30 positions • 7 marks for up to 30 positions. • 5 marks for up to 20 positions. • 2 marks for up to 10 positions. c. Other than the above, roles filled = Max 5 Marks • 1 mark for 50 positions • 2 marks for up to 51-100 positions • 5 marks upto101-150.	30	PO/WO/Contract to be submitted

4	Online Web Platform and applications submission and retrieval digital mechanism.	15	Link to platform/Address/ domain/software name, etc.
5	Annual average revenue of the Firm / Company during last 02 years <ul style="list-style-type: none"> • PKR up to 60 million (full marks) • PKR up to 45 million (10 marks) • PKR 30-45 million (05 marks) 	15	(Please attach an audited Financial Statement or Tax Returns for the last 02 years)
	Grand Total	100	

Each Applicant shall at least score a minimum of 75 Marks out of the total 100 in order to be considered for qualification. Accordingly, the top 2 scoring Applicants will be pre-qualified under the EOI.

- a. Applicants must meet all the above required qualification criteria to qualify. Failure to meet any of the above criteria will disqualify applicant.
- b. Applicants who fail to submit any of the documents detailed in Section 6 and 8 will be rejected.
- c. Pre-qualification will be subject to the provision of references and verification of those references by STZA at its discretion.

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AGREEMENT FOR PROVISION OF HEADHUNTING SERVICES

This Agreement for Provision of Headhunting Services (hereinafter referred to as the “**Agreement**”) is made at Islamabad on this ____ day of _____, 2025 (“**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 /FIRM]**, with its registered address at [Insert Address] (hereinafter referred as the “**Firm/ Company**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(Each of STZA and the Firm/ Company is 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 Firm/ Company is involved in the business of *inter alia*, [insert].
- C. STZA has, after evaluating the Firm/ Company’s application pursuant to the Expression of Interest (closing date [insert date]) (“**EOI**”), duly selected the Firm/ Company (among other parties) for the provision of headhunting services (collectively “**Services**”), as more particularly set out in Section [x] of the EOI, which is enclosed as **Schedule A** to this Agreement. The EOI at **Schedule A** shall form an integral part of this Agreement.
- D. This Agreement shall be construed in accordance with the Public Procurement Rules, 2004, and regulations made thereunder. In the event of any inconsistency or conflict in the terms and conditions of this Agreement and the Public Procurement Rules, 2004, and regulations made thereunder, the terms of the latter shall prevail to the extent of such inconsistency or conflict. Furthermore, in the event of any inconsistency between the Agreement and the EOI, the EOI to the extent of such inconsistency shall prevail.
- E. 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 shall request the Firm/ Company through RFQ for a price quotation for Services specified in the EOI read with such RFQ, as required by STZA from time to time. In this regard, STZA shall initiate an RFQ to the Firm/ Company setting out the scope of work in relation to the Services required from the Firm/ Company from time to time (“**Assignment**”). The Firm/ Company 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 communicated by STZA to the Firm/ Company.

- 1.1.2. The Fee quoted by the Firm/ Company is the lowest/most advantageous as compared to the quotations received by STZA from other vendor/service provider, STZA shall issue a work order for such Assignment in favor of the Firm/ Company ("**Work Order/Purchase Order**") in which it will notify the Firm/ Company of the final scope of the Assignment and Fees along with timelines for delivery of the Assignment. For the avoidance of doubt, the prices quoted by the Firm/ Company shall be inclusive of all applicable taxes, levies or duties (including, without limitation, sales tax, and import duties, if applicable).
- 1.1.3. The Firm/ Company 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 read with RFQ (collectively "**Specifications**").
- 1.1.4. The Services shall be provided within the time set out in the Work Order ("**Completion Date**"). In the event the Firm/ Company 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 fifteen (15) days, STZA shall be entitled to terminate this Agreement in accordance with Clause 2.1.1 and initiate the process of blacklisting under PPRA rules, unless such delay is approved by STZA on the basis of valid reasons.
- 1.1.5. The Services shall be provided as per prudent industry practice and to the complete satisfaction of STZA.
- 1.1.6. STZA has the right to discontinue an Assignment or any part of the Services at any time through prior written notice to the Firm/ Company, subject to payment of dues on a pro-rated basis.

1.2. Payment for Services

- 1.2.1. STZA shall make payment to the Firm/ Company 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 thirty (30) days after completion of the Assignment 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.

1.3. Rejection of Services

- 1.3.1. If the Firm/ Company fails to conform to the requirements of the Specifications, partially or wholly, STZA shall reject the Services without incurring any liability whatsoever. In case STZA rejects the Services, the Firm/ Company shall carry out all such actions necessary to bring the Services in line with the Specifications, if so directed by STZA, failing which the Firm/ Company shall not be liable to payment of the Consideration.

1.4. Term

- 1.4.1. This Agreement shall become effective on the Signing Date and shall continue for a period of three (3) years, unless otherwise terminated in accordance with the provisions of Section 2.1 of this Agreement or such other provisions (hereinafter referred to as the "**Term**").

- 1.4.2. In the event that the Firm/Company's performance is found to be sub-standard, not in accordance with the Specifications, or where Services have previously been rejected due to whole or partial non-compliance with the Specifications, STZA shall have the right to terminate this Agreement by giving one (1) month's written notice to the Firm/ Company.

1.5. Independent Contractor

The Firm/ Company is an independent contractor. The relationship between STZA and the Firm/ Company 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 Firm/ Company for performing the Services shall be and shall remain employees or contractors of the Firm/ Company 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 Firm/ Company fails to provide the Services as per the Specifications within the time period set out in the issued Work Order 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 but not limited to 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, with prior intimation to the other party.
- 2.2.2. Any third party appointed by the Firm/ Company, 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 and 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 Firm/ Company's or any part thereof and be such as to fairly entitle the Firm/ Company 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 Firm/ Company 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 Firm/ Company.

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 Firm/ Company 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.

2.5. 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 Firm/ Company, in addition to the above, warrants and represents as follows:
 - (a) The Firm/ Company 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 Firm/ Company 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 Firm/ Company 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 goodwill/reputation of STZA.
- (g) The payment of Consideration will not violate any pricing regulations, and that the Firm/ Company's execution of this Agreement constitutes the Firm/ Company's warranty of compliance with all such regulations.

2.6. Indemnity

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

2.7. Assignment and Benefit of Agreement

- 2.7.1. The Firm/ Company 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 Firm/ Company, without affecting any rights of the Firm/ Company 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 nationally or 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 (including any amendments, re-enactments, replacement/replacement thereof) 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.

Special Technology Zones Authority through its authorized signatory Name: [Insert] CNIC No.: [Insert] Contact No.: [Insert] [Insert], as authorized signatory of [Insert Full Name of Vendor] Name: [Insert] CNIC No.: [Insert] Contact No.: [Insert] In the presence of signature of WITNESSES Name: [Insert] Address: 16 th Floor, New State Life Tower, Blue Area, Islamabad CNIC No.: [Insert] Name: [Insert] Address: [Insert] CNIC No.: [Insert]	SIGNATURES
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SCHEDULE A

EOI DATED [Insert]