



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

**Expression of Interest (EOI) for prequalifying Event Management and Creative Agencies**

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 prequalify Event Management and Creative Agencies.
2. The document carrying all details can also be downloaded from *STZA website* [www.stza.gov.pk](http://www.stza.gov.pk) , website of Public Procurement Regulatory Authority (PPRA) [www.ppra.org.pk](http://www.ppra.org.pk) and EPADS <https://eprocure.gov.pk>.
3. The expression of interest, prepared in accordance with the instructions in the EOI documents, must **be submitted on EPADs at <https://eprocure.gov.pk>** by 1100 hrs. on 13<sup>th</sup> January 2026. **In case the proposal is not submitted on EPADs, it will not be accepted by the company in hard form. The Affidavit as per the prescribed format must be submitted at the office of the undersigned before the deadline.** The proposal will be opened on the same day i.e. 13<sup>th</sup> January 2026 at 1130 hrs.

Manager Procurement  
[Procurement@stza.gov.pk](mailto:Procurement@stza.gov.pk)  
Special Technology Zones Authority  
16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad



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

**EXPRESSION OF INTEREST  
FOR PRE-QUALIFYING EVENT MANAGEMENT AND CREATIVE AGENCY  
TO 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. The most-advantageous bidders in this EOI will be invited to provide services as outlined in this Expression of Interest through a Request for Quotation process.

### **2. INVITATION TO SUBMIT 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 Event Management and Creative Services to STZA. 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 will be expected to 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 [procurement@stza.gov.pk](mailto: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 proposal on EPADs at <https://eprocure.gov.pk> by 1100 hours on 13<sup>th</sup> January 2026. In case the proposal is not submitted on EPADs, it will not be accepted by the company in hard form.** Technical proposal will be opened on the same day i.e. 13<sup>th</sup> January 2026 at 1130 hrs at the STZA office located at:

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

- 4.3. Submission cannot be through email.

#### **5. TERMS OF REFERENCE**

The Special Technology Zones Authority (STZA) invites prequalification of experienced vendors for on- demand engagement under the following:

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##### **5.1. Event Management & Creative Agency**

###### **Scope of Services:**

###### **1. Creative Design & Branding**

- High-quality graphic design for print, digital, and outdoor media including but not

limited to brochures, flyers, standees, folders, letterheads, certificates, merchandise, and branded stationery.

- Branding of physical and digital assets including stationary, signage, booths, stage setups, etc.
- Development of event-specific brand identity, including themes, logos, and mood boards aligned with STZA's national tech ecosystem narrative.

## 2. **Content Development**

- Copywriting for marketing materials, event collateral, and campaigns.
- Long-form content writing: blogs, articles, op-eds, and thought leadership content for STZA leadership or domain experts.
- Press releases and official communications tailored for local and international media outlets.
- Business writing: investor memos, policy briefs, outreach proposals.

## 3. **Event Management (Physical/Hybrid)**

- End-to-end event management including concept, logistics, vendor coordination, staging, fabrication, branding, and execution.
- Coordination with venues, caterers, security, tech vendors, and support staff for seamless experiences.
- Vendor management for hardware/software rental (AV equipment, staging tools, etc.).
- Protocol and guest management, including government dignitaries and international delegations.

## 4. **Multimedia Production**

- Event photography, videography, editing, and post-production.
- Short documentaries, testimonials, investor journey stories, policy explainer videos.
- Infographics and informative animations tailored to STZA's offerings and value proposition.
- Audio production including radio spots, narration, and other audio content.
- Development of media packs for investors and stakeholders.

## 5. **Talent & Expert Engagement**

- Procurement of influencers, hosts, emcees, speakers, facilitators, and subject matter experts for events and campaigns.
- Third-party service engagement (e.g., staging software, presentation tools, AI tools for interactive booths).

## 6. **Campaign Execution (Outdoor & Offline)**

- Planning and execution of outdoor campaigns: static billboards, digital signage, transit ads, floats, building wraps, etc.
- Coordination for permits, placements, monitoring, and performance reporting.
- Creative planning for tactical outreach (e.g., investor roadshows, university activations, public exhibitions).

## 7. **Miscellaneous**

- Any other activity deemed necessary to fulfill STZA's branding, outreach, or offline marketing objectives.
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## 6. DOCUMENTS

### 1. Qualification Criteria/Knock down criteria

Minimum requirement for a Bidder to participate in the Bidding process which, may include but not limited to the following: -

- i. Registration of the Bidder with relevant forums/ organizations.: (Attach Certificate of Incorporation)
- ii. Registration with relevant tax authority as active taxpayer (Attach Proof)
- iii. Affidavit stating below statements (On stamp paper of minimum worth of Rs. 100/- and not older than 3 months) to the effect that: -
  - Bidder is not currently blacklisted by the PPRA.
  - The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.
  - The provided information is correct.
  - 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.
- iv. Presence of an already running office in Islamabad and at least one other in Karachi or Lahore (Office addresses on official letterhead)

1.1. All applicants **must** submit:

1.1.1. An Expression of Interest must include all the documentary proofs required in the EOI:

### 2. EVALUATION CRITERIA AND PROCESS

2.1. All bidders whose Expressions of Interest are complete at opening, will be evaluated on the basis of the technical evaluation criteria detailed in Sections 6 and 7 of this document.

2.1.1. Those bidders who fail to achieve the minimum criteria (as required by Sections 6 and 7) will not be pre-qualified.

2.2. We seek to pre-qualify the top 3 vendors as per the technical evaluation criteria on as and when required basis. In case of a tie, such Applicants, a panel of more than 3 pre-qualified applicants can be made.

### 7. TECHNICAL EVALUATION CRITERIA

Event Management & Creative Agency			
Sr.	Requirements	Document/Proof	Points
	Number of Government, Semi-	Completion certificates/Contract/ Work Order of relevant event	Max

1.	Government and Private sector clients	(must not be older than 07 years) (5 marks per event to a maximum of 20 marks)	Marks: <b>20</b>
2.	<p><b>Project / Management Team:</b> The applicant must have skilled manpower specializing in executing the various activities</p> <ol style="list-style-type: none"> <li>1. Creative Designer</li> <li>2. Content Copy Writer</li> <li>3. Event Manager</li> <li>4. Operation Manager</li> <li>5. Project / Program Manager</li> <li>6. Videographer / Photographer</li> </ol>	<p>Organizational chart &amp; Resumes of the <b>key positions</b> as proof (Resume should clearly mention current place of work)</p> <ol style="list-style-type: none"> <li>a. 3 marks for each key position with <math>\geq 10</math> years of experience in the relevant field</li> <li>b. 1.5 marks for each key position with 5-9 years of experience in the relevant field</li> <li>c. 0.5 marks for each key position with less than 5 years of experience in the relevant field</li> </ol> <p>Above criteria holds in the case of employees on outsourced services / contracts</p>	Max Marks: <b>18</b>
2.1	<p><b>Support Team:</b> The applicant must have support staff in executing various activities such as booth setup, printing, placement &amp; fitting, logistics etc.</p>	<p>To be shown through organizational chart</p> <p>10+ Support Staff: 7 5-9 Support Staff: 4 Less than 5: 0</p>	Max Marks: <b>7</b>
3.	Financial Strength	Total Revenue based on audited financial statements for the year 2023-24 or a year earlier	Max Marks: <b>15</b>
100+ Million PKR			15
50+ million PKR			10
20+ million PKR			07
Less than 20 million PKR			0
4.	<p>Experience of planning and executing an event with the scope of:</p> <ol style="list-style-type: none"> <li>a. End-to-end booth designing, fabrication, and complete branding/ Designing/ copywriting/ printing of marketing collateral/ including standees/ Pana flexes/ brochures/</li> </ol>	<p>Work Order/ Contract/ Completion certificate clearly indicating project value, scope, not older than 8 years</p>	Max Marks: <b>18</b>

	<p>posters, etc.</p> <p><i>(Each submitted work order must have a value between PKR 2 million and PKR 5 million.</i></p> <p><i>Each qualifying work order within the PKR 2–5 million range will be awarded 6 marks.)</i></p>		
5.	<p>Experience in planning and executing roadshow events / international events with the scope of, including but not limited to:</p> <p>1. Booth fabrication, outdoor and city branding/ digital marketing.</p> <p><i>(Each submitted work order must have a value exceeding PKR 5 million.</i></p> <p><i>Each qualifying work order have a value exceeding PKR 5 million will be awarded 6 marks)</i></p>	<p>Work Order/ Contract/ Completion certificate clearly indicating project value, scope, not older than 8 years</p>	<p>Max Marks: <b>12</b></p>
6.	<p>Relevant Client References</p>	<p>Original client testimonial on client’s letterhead in written or video form (The client must mention the company’s name in case of video) (submitted in a USB or a link)</p>	<p>Max Marks: <b>10</b></p>
6-10 references			10
2-5 references			05
<b>Total Marks</b>			<b>100</b>

- a. Each Applicant shall at least score a minimum of 70 Marks out of the total 100 in order to be considered for qualification.
- b. Applicants must meet all the above minimum required qualification criteria to qualify. Failure to meet any of the above criteria will disqualify a bidder.
- c. Applicants who fail to submit any of the documents detailed in Sections will be rejected.
- d. 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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## DRAFT AGREEMENT FOR PROVISION OF SERVICES (INDICATIVE ONLY)

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This Agreement for Provision of 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 / 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*, [insert].
- C. STZA has, after evaluating the Service Provider’s bid pursuant to the Expression of Interest (closing date [insert date]) (“**EOI**”), duly selected the Service Provider (among other parties) for the provision of [insert] (collectively “**Services**”).
- 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 Public Procurement Rules, 2004 and regulations made thereunder, the terms of the latter shall prevail to the extent of such inconsistency or conflict.
- E. The Parties have agreed to enter into this Agreement to record the terms and conditions for the 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. If the Service provider fails to deliver any or all of the Services or to perform the Services within the period(s) specified in the Contract, the STZA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified 10 % of the contract price. Once the maximum is reached, the STZA may consider termination of the Contract as per the remedies available under PPRA rules.
- 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 or such as may be determined by the STZA.
- 1.1.7. STZA shall have the right to discontinue an Assignment or any part of the Services at any time through 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 thirty (30) business 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.
- 1.2.3. In case the Assignment is incomplete or partially complete, STZA shall, at its discretion, pro-rate 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. STZA shall have the sole and absolute discretion to determine whether the Services

rendered by the Service Provider conform to the Scope of Work defined in the relevant Work Order. Such determination by STZA shall be final and binding on the Service Provider.

1.2.5. The Service Provider shall not outsource or subcontract the entire scope of Services under this Agreement to any third party. The Service Provider shall remain the primary and principal party responsible for execution of the Services.

1.2.5.1 The Service Provider may engage third parties, subcontractors, sub-consultants, suppliers, agents or service providers only for ancillary or non-core components of the Services, subject to prior written approval of STZA in each case.

1.2.5.2 The Service Provider shall ensure that all approved third parties engaged in connection with the Services meet the eligibility, qualification and compliance requirements applicable under this Agreement and applicable laws. Full disclosure of such third-party engagements shall be made to STZA.

1.2.5.3 Engagement of any third party, whether approved or otherwise, shall **not relieve the Service Provider** of any of its obligations, responsibilities or liabilities under this Agreement. The Service Provider shall remain **fully liable** for the acts, omissions and performance of such third parties as if they were its own.

1.2.5.4 Payments under this Agreement shall be made exclusively to the Service Provider, and no payment shall be made directly by STZA to any third party, unless expressly approved in writing by STZA in exceptional circumstances.

1.2.5.5 In the event the value of a Work Order issued under this Agreement exceeds PKR 1.5 million, the Service Provider shall, prior to commencement of Services, furnish a Performance Guarantee equivalent to ten percent (10%) of the Work Order value, in the form of an unconditional and irrevocable Bank Guarantee issued by a scheduled bank acceptable to STZA. The Performance Guarantee shall remain valid until successful completion of the Services and settlement of all contractual obligations and shall be encashable by STZA in case of default or non-performance by the Service Provider.

### **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, subject to compliance with Public Procurement Rules, 2004 and other applicable laws.

## **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. During the continuance of a Force Majeure event, the affected party's obligations under this Agreement shall stand suspended to the extent affected by such event. No party shall be liable to the other party for any loss, damage, cost or expense arising out of or in connection with such Force Majeure event and no additional payment or compensation shall be payable by STZA on account thereof.

2.3.2.1 Notwithstanding the foregoing, the prevented party shall bear its own costs and liabilities arising during the Force Majeure event, including any third-party costs or expenses, except for reasonable and duly documented mobilization and/ or de mobilization costs actually incurred by the Service Provider, if any, provided such costs have been pre-approved in writing by STZA.

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 the Service Provider'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:** [Insert]

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

**Telephone:** [Insert]

**Email:** [Insert]

### **For Vendor**

**Attention:** [Insert]

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

**Telephone:** [Insert]

**Email:** [Insert]

2.9.2. Any notice or document shall be deemed to have been served if delivered personally or by email or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery was made.

## **2.10. Amendments to be in Writing**

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

## **2.11. Severability**

2.11.1. The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever, unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

## **2.12. No Waiver**

2.12.1. No failure or delay by any Party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision or condition.

## **2.13. Governing Law & Dispute Resolution**

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

2.13.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the respective senior managements of the Parties for resolution for amicable settlement.

2.13.3. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall 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 WHEREOF**, this Agreement has been signed by the Parties through their duly authorized representatives on the Signing Date.

<b>SPECIAL TECHNOLOGY ZONES AUTHORITY</b>	<b>SIGNATURES</b>
through its authorized signatory	
<b>Name:</b>	
<b>Designation:</b>	
<b>CNIC No.:</b>	.....
<b>[Insert Full Name of Vendor]</b>	
through its authorized signatory	
<b>Name:</b>	
<b>Designation:</b>	
<b>CNIC No.:</b>	.....
In the presence of signature of	
<b>WITNESSES</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>CNIC No.:</b>	.....
<b>Name:</b>	
<b>Address:</b>	
<b>CNIC No.:</b>	.....