



Special Technology Zones Authority

Cabinet Division

Government of Pakistan

Expression of Interest (EOI) for prequalifying Registered Software Development Entities

1. STZA, an autonomous body established under the Special Technology Zones Authority Act 2021 invites Expressions of Interest (“EOI”) from firms that are on the Active Taxpayers List of the Federal Board of Revenue to prequalify Registered Software Development Entities
2. The document carrying all details can also be downloaded from the *STZA* website www.stza.gov.pk, website of Public Procurement Regulatory Authority (PPRA) 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 12 February, 2026. **In case the proposal is not submitted on EPADs, it will not be accepted by the company in hard form.** The proposal will be opened on the same day, i.e., 12 February, 2026 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

PRE-QUALIFYING

Registered Software Development Entities

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 as and when required.
 - 1.2.2. This Expression of Interest is issued solely for the purpose of pre-qualification. Issuance of this EOI does not constitute a commitment or obligation on STZA to procure any service or to award any contract.

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 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, a misstatement, or concealment will be grounds for rejection.
- 3.6. STZA reserves the right to cancel this procurement process at any stage in accordance with the provisions of Rule 33 of the Public Procurement Rules 2004, without incurring any liability on STZA.
- 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 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 12 February 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. 12 February 2026 at 1130 hrs at the STZA office located at:

Plot # 61, 16th Floor, New State Life Tower, 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 REGISTERED SOFTWARE DEVELOPMENT ENTITIES. FOR STZA”

5. TERMS OF REFERENCE

The Special Technology Zones Authority (STZA) invites prequalification of experienced vendors for on-demand engagement for software development and allied services

STZA intends to pre-qualify firms capable of delivering end-to-end services for internal development projects that may be initiated from time to time.

The scope includes, but is not limited to, the following areas:

1. Solution Design, Architecture, and Source Code

- Deliver comprehensive software solutions, including:
 - Source Code and Detailed Architecture Documents
 - User Guides for Business Users
 - Developer Guides for Technical Teams
 - Code Review Checklists and Coding Standards
 - Deployment Guides and Integration Toolkits

2. Implementation and Integration

- Execute core solution deployment and associated activities:
 - Monitoring, Configuration, Customization, and Integration
 - Reporting and Analytics
- Provide detailed implementation documentation, including:
 - Integration Specifications
 - Environment Setup Guidelines
 - Software Component Configuration
 - Monitoring and Reporting Frameworks
 - User Access Management
 - Infrastructure Resource Optimization

Title	Software Development (Web Applications, Mobile Apps, Software Solutions and Analytical Dashboards with AI, BI)
Scope of Services	<ul style="list-style-type: none"> • End-to-end development and deployment of enterprise-grade solutions, including full-stack applications, mobile platforms, and responsive websites / portals. • Implementation of microservices architecture, cloud-native solutions, and containerization technologies such as Docker and Kubernetes. • Designing robust software architectures and defining structural blueprints for scalable systems. • Building and managing CI/CD pipelines for seamless integration and automated deployments. • Establishing DevOps practices and leveraging frameworks like Jenkins, GitLab, Ansible, along with orchestration tools. • Applying modern project management approaches, including Agile, Scrum, and Kanban methodologies. • Developing intuitive UI/UX interfaces using the latest front-end and back-end technologies. • Utilizing advanced analytics platforms such as Power BI and Tableau for data visualization including AI / BI. • Employing design tools like Adobe XD, Figma, and Sketch for prototyping and interface design. • Managing structured and unstructured data across databases such as MySQL, SQL Server, PostgreSQL • Applying secure coding principles and best practices throughout the development lifecycle. • Gathering and documenting business requirements, creating use cases, user stories, and workflow diagrams. • Integration of Alfresco and other CM for enterprise content management, Camunda or others for workflow automation, and Keycloak etc. for identity and access management. • Conduct VAPT before deployment

1. DOCUMENTS

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 Proof)

ii. Registration with relevant tax authority as active tax payer (Attach Proof)

iii. Affidavit (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.*

1.1. All applicants **must** submit in a sealed envelope:

1.1.1. An Expression of Interest in a sealed envelope (and labelled as “EXPRESSION OF INTEREST” and indicating the firm’s name) which includes:

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 key staff and an org chart	Must
4.	Proof of relevant experience as mentioned in Section 8	Must
5.	Copies of tax returns of previous three (03) years	Must
6.	Firm’s incorporation certificate along with NTN certificate	Must
7.	Proof of applicant being on the active taxpayers list (income and sales tax) of the concerned revenue authority	Must

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 Section 3 of this document.

2.1.1. Those bidders who fail to achieve the minimum criteria (as required by section 3) will not be pre-qualified.

2.2. We seek to pre-qualify top 5 vendors who will be engaged for various activities on least-cost basis after RFO.

3. TECHNICAL EVALUATION CRITERIA

Sn.	TECHNICAL EVALUATION CRITERIA	MAX MARKS
1	<p>Organizational IT Experience Number and descriptions of previous projects relevant to the scope as mentioned in scope of services.</p> <p>*Calculation Criteria: 1 to 3 Projects in last 3 years – 5 marks 4 to 6 projects in last 3 years - 10 marks 7 to 9 projects in last 3 years - 15 marks 10 or above projects in last 3 Years - 20 marks</p> <p>Must provide evidence in the form of a Contract/ Purchase Orders/ Acceptance letter or completion certificate from the customer.</p>	20
2	<p>Team Capability Accumulated experience of top-five relevant to scope experts (20 marks): Less than 10 years = 0 marks More than 10 years up to 25 years = 10 marks More than 26 years up to 50 years = 15 marks More than 50 years = 20 marks</p> <p>Please provide organization chart for these marks Please provide CVs of the relevant top-five experts related to the scope as defined in the scope of services</p>	20
3	<p>Financial Capability If the total annual turnover indicated in audit report/tax returns of the last three years is equal or above PKR:120 million then maximum allocated marks may be awarded</p> <p>If total turnover during last three years is upto PKR 30 Million = 5 marks If total turnover during last three years is upto PKR 60 Million= 10 marks If total turnover during last three years is upto PKR 90 Million= 15 marks</p>	20

	<p>If total turnover during last three years is upto PKR 120 Million or above = 20 marks</p> <p>Tax returns / Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded.</p>	
4	<p>Office/Infrastructure</p> <p>e.g.: List of offices at Islamabad = 04 Marks Any other city = 03 marks each (maximum 10 marks)</p> <p>Required details are as under:- Complete address on letterhead in case of missing information, no mark may be awarded.</p>	10
5	<p>Total Technical No. of Employees on Payroll</p> <p>Less than 50 Employees = 5 marks 50 to 100 Employees = 10 marks 100+ Employees = 15 marks</p> <p>Please Provide - list with designations on letter head.</p>	15
6	<p>Certification Certification ISO /CMMI levels ISO 12207 = 5 ISO 27001 = 2 ISO 9001 = 3 Maximum 10 Marks shall be awarded for ISO certifications</p> <p>CMMI L1 = 5 CMMI L2 = 10 CMMI > L2 = 15 Maximum 15 Marks shall be awarded for CMMI Level Certification * Please provide copy of certificate as proof</p>	25
	Total Marks	110

Only the Bids securing minimum 70% marks would be declared technically accepted.

- a. Applicants who fail to submit any of the documents detailed in Sections will be rejected.
- b. Pre-qualification will be subject to the provision of references and verification of those references by STZA in its sole discretion.

DRAFT AGREEMENT FOR PROVISION OF SERVICES (INDICATIVE ONLY)

This Agreement for Provision of Services (hereinafter referred to as the “**Agreement**”) is made at Islamabad on this ___ day of _____, 20___ (“**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.
- 1.1.8. The service provider confirms that no conflict of interest exists in relation to this agreement and undertakes to disclose any potential conflict immediately.

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. 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, 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 service provider shall ensure strict data confidentiality, cybersecurity and network security in accordance with Applicable Laws in Pakistan and STZA's Information Security policies. Any data breach shall immediately be reported to STZA. In case of any fraud, gross negligence, Intellectual Property (IP) infringement or breach of confidentiality, the service provide shall be solely held liable.

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

Telephone: [Insert]

Email: [Insert]

For Vendor

Attention: [Insert]

Address: [Insert]

Telephone: [Insert]

Email: [Insert]

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

2.10. Amendments to be in Writing

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

2.11. Severability

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

2.12. No Waiver

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

2.13. Governing Law & Dispute Resolution

- 2.13.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 2.13.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the respective senior managements of the Parties for resolution for amicable settlement.

2.13.3. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall be settled in accordance with the provisions of the Arbitration Act, 1940 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.
