



**REQUEST FOR PROPOSALS**

**FOR**

**GROUP LIFE & PAY CONTINUITY INSURANCE**

**FOR THE**

**SPECIAL TECHNOLOGY ZONES AUTHORITY**

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## REQUEST FOR PROPOSALS

1. The Special Technology Zones Authority (STZA), an autonomous body established under the Special Technology Zones Authority Act 2021 invites bids from authorised companies/ firms who are on the active taxpayers list of the Federal Board of Revenue for the provision of GROUP LIFE & PAY CONTINUITY INSURANCE to the employees of STZA for the financial year 2021-22 (Bids). The method of Bid submission will be Single Stage Two Envelopes and the method of selection will be on a Least Cost Basis.
2. This RFP and related documents are available on the STZA website ([www.stza.gov.pk](http://www.stza.gov.pk)). The RFP and related documents can also be downloaded from PPRA free of cost. All applicants who intend to participate must send an email to [info@stza.gov.pk](mailto:info@stza.gov.pk) with their contact details for any clarifications prior to the submission. Submission will be in hardcopy only.
3. The Bids, prepared in accordance with the instructions in this RFP, must reach at Special Technology Zones Authority, 16<sup>th</sup> Floor New State Life Tower, F/7-4, Blue Area, Islamabad by 1400 hrs on or before 01-12-2021. The Bids will be opened on the same date i.e., 01-12-2021 at 1430 hrs. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

Chief Human Resources Officer,  
STZA, Plot 61, 16<sup>th</sup> Floor, New State Life Tower  
Jinnah Avenue, Islamabad  
[info@stza.gov.pk](mailto:info@stza.gov.pk)

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## INSTRUCTIONS TO BIDDERS

### 1. INVITATION TO SUBMIT A PROPOSAL

- 1.1. Special Technology Zones Authority (“STZA”) is an autonomous body established under Special Technology Zones Authority Act, 2021. The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research, and technology industry, to increase 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 the **STZA Act 2021**.
- 1.2. STZA seeks to engage an experienced firm/company to provide Group Life & Pay Continuity Insurance to the employees of STZA. Eligible firms/companies are invited to submit a Bid, detailing their experience and qualifications in the form provided in this document.
- 1.3. This RFP and related documents are available on the STZA website ([www.stza.gov.pk](http://www.stza.gov.pk)). The RFP and related documents can also be downloaded from PPRA free of cost. All applicants who intend to participate must send an email to [info@stza.gov.pk](mailto:info@stza.gov.pk) with their contact details for any clarifications prior to the submission. Submission will be accepted in hardcopy only.
- 1.4. The Bids, prepared in accordance with the instructions in this RFP, must reach at Special Technology Zones Authority, 16<sup>th</sup> Floor New State Life Tower, F/7-4, Blue Area, Islamabad by 1400 hrs on or before **01-12-2021**. The Bids will be opened on the same date i.e., **01-12-2021** at 1430 hrs. All envelopes must be sealed, include all documents required **under section 6** and must be clearly marked.

### 2. TERMS AND CONDITIONS

- 2.1. Bids must reach in the office of CHRO, Special Technology Zones Authority, 16<sup>th</sup> Floor New State Life Tower, F/7-4, Blue Area, Islamabad at or before 1400 Hours **on 01-12-2021**. Any Bid received by STZA after the deadline for submission of bids will be returned unopened. The Bids will be opened at 1430 Hours on the same day, in the presence of bidder’s representatives who choose to attend at the conference room 16<sup>th</sup> Floor New State Life Tower, F/7-4, Blue Area, Islamabad. Submission cannot be done through email.
- 2.2. The bidding shall be done on an Open Competitive Bidding basis under Rule 21 of PPRA Rules, read with Rules 22 to 37, through a Single Stage - Two Envelope Bidding Procedure.



- 2.3. The Bids must be accompanied by an acceptable Bid Security of **Rs. 10,000** in shape of Call Deposit Receipt (CDR) / Pay Order / Bank Draft in the name of Special Technology Zones Authority. Any bid not accompanied by an acceptable Bid Security shall be rejected by STZA as non-responsive. This should be part of the Technical Proposal.
- 2.4. All prospective applicants must send an email to [info@stza.gov.pk](mailto:info@stza.gov.pk) with their contact details. STZA will not be liable for any missed communications due to a failure to provide this information.
- 2.5. This RFP will be subject to the Public Procurement Regulations, 2004, and any other relevant rules.
- 2.6. STZA will ensure that all data submitted by prospective applicants is treated as confidential.
- 2.7. All bidders will be expected to keep any information received from STZA confidential.
- 2.8. All expenses related to participating in this RFP will be borne by the applicants.
- 2.9. STZA reserves the right to verify any information submitted by applicants. Any information which is found by STZA to be false will be a ground for rejection. Any misstatement or concealment will also be grounds for rejections.
- 2.10. STZA reserves the right to cancel this procurement process at any time without notice and disclaims all and any liability in that instance.
- 2.11. STZA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. STZA may upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.
- 2.12. Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals.
- 2.13.** All queries must be through a **written notice or through email.**

### **3. TERMS OF REFERENCE**

- 3.1. The Firm will be required to perform the following:
  - 3.1.1 Group Life & Pay Continuity Insurance period shall be valid for one (1) year, and shall be extendable on an annual basis only on satisfactory performance of insurance company and by mutual consent of both the parties.
  - 3.1.2 Group Life & Pay Continuity Insurance coverage shall be for the employee of STZA only.



- 3.1.3 Claims shall be reimbursed as per STZA's specified limits in Life & Pay Continuity Insurance; the insurance company shall strictly adhere to the limits prescribed by STZA.
- 3.1.4 Processing of all settlements / disbursement of payment of claims must be at Islamabad/Rawalpindi office.
- 3.1.5 All STZA employees shall be provided Life & Pay Continuity Insurance Coverage with equal coverage rate.
- 3.1.6 The same policy coverage for all death cases regardless of discriminating any accidental or normal death shall be provided.
- 3.1.7 If at any time during the period of Group Life Insurance Contract any member who is within the eligibility age range defined in the Policy Schedule die or incur disability then subject to the exceptions, terms, conditions and the covenants of the Master policy or endorsements issued thereafter from time to time with the consent of both the parties, the Group Life Insurance provider shall pay to STZA for the benefit of such Member the sum assured.
- 3.1.8 Category for the period of 1 year for all STZA Employees:
  - (a) Pay Continuity (Permanent Injury/Death): Pay Continuity Plan for 3 years.
  - (b) Group Life Insurance (Accidental Death): 5 Annual Gross.
- 3.1.9 Coverage of all employees on equal rate as mentioned in above shall be guaranteed.
- 3.1.10 The payment of claim shall be made to STZA which shall absolve and discharge Group Life Insurance Provider of its liability to the extent of such claims. All claims shall be settled within 15 working days upon the receipt of complete claim documents.
- 3.1.11 In case of disability, annuity payment must start within 30 working days and shall be payable in the bank account of respective individual before 5th of each month till the age of superannuation regardless of any insurance contract remains mature or otherwise.
- 3.1.12 The sum assured under Group Life & Pay Continuity Insurance Contract shall become payable only in the event of the death or disability of the member whilst in service with STZA.
- 3.1.13 STZA has right to increase or decrease the number of Staff depending upon new induction or deduction based on the employees' data provided at the time of bid registration.
- 3.1.14 All claims hereof shall become payable only upon submission of claim papers on prescribed forms by STZA to Group Life Insurance Provider.
- 3.1.15 Any Test/ Medical Examination cost should be paid by Insurance Company (if and when required).



3.1.16 Worldwide coverage should be provided.

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

3.1.18 STZA shall provide the scope of work outlining the number of employees and their ages and contractual status of employment to be insured along with their required benefit structure and additional benefits to cover, upon signing of a non-disclosure agreement.

3.1.19 STZA shall bear the cost of premium based on the details provided under the scope of work.

**3.1.20** The contract with the successful bidder shall be signed after completion of all formalities and the Service Provider shall be bound and ensure to provide coverage with effective from **the start of the Contract.**

3.1.21 The successful Bidder shall furnish Performance Security as under:

- (i) Within fourteen (14) days of the receipt of Letter of Intent (LOI) issued to the successful bidder by STZA;
- (ii) In such format as required by STZA;
- (iii) For a sum equivalent to 10% of the total value of the premium; and
- (iv) Denominated in Pak Rupees.

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

3.1.23 The draft contract is appended to this RFP and is based on the terms of reference contained herein.

#### **4. DOCUMENTS**

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

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

- (i) Company/firm profile;
- (ii) Company/firm rating evidenced by PACRA/JCR-VIS;
- (iii) Certificate of Incorporation with SECP / Form B from Registrar of Firms;
- (iv) NTN/ STRN Registration Certificate;
- (v) Audited Reports for the last two financial years;



- (vi) List of at least 5 current clients for reference check with contact information;
- (vii) Name of Authorized person/Account Manager with full contact information on Company/Firm letterhead;
- (viii) Undertaking on PKR 50/- stamp paper, duly attested by the oath commissioner, stating that the company/firm not been blacklisted by any of Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;
- (ix) Undertaking on PKR 50/- stamp paper, duly attested by the oath commissioner, accepting the following:
  - (i) All STZA employees shall be provided Life Insurance & Pay Continuity Coverage with equal coverage rates; and
  - (ii) Same policy coverage shall be provided for all death cases regardless of discriminating any accidental or normal death.

Please note that absence of any documentary proof shall lead to the dis-qualification of technical proposal and hence from bidding process.

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

- (a) Financial Proposal according to the TORs as detailed in Section 3.
- (b) The Financial Proposal shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- (c) The quoted price shall be in Pak Rupees and shall be inclusive of all applicable taxes.
- (d) The Bidder shall furnish the Bid Security (Earnest Money) of PKR 10,000/- as under:
  - (i) Denominated in Pak Rupees;
  - (ii) As part of financial bid envelop, failing which will cause rejection of bid;
  - (iii) In the form of Demand Draft/Pay Order/Call Deposit Receipt in favour of STZA along with financial proposal; and



- (iv) Have a minimum validity period of ninety (90) days from the last date for submission of the proposal or until furnishing of the Performance Security, whichever is later.

## **5. EVALUATION CRITERIA AND PROCESS**

- 5.1. The eligibility criteria for companies/firms is as follows in order to qualify for evaluation:
- 5.1.1. Approved/registered Insurer/Takaful companies / firms from SECP or from registrar of firms;
- 5.1.2. Registered with Income Tax and Sales Tax authorities;
- 5.1.3. Has not been blacklisted by any of Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;
- 5.1.4. Compliance with ToRs and RFP is mandatory, partial compliance shall lead to the disqualification of the bidder;
- 5.1.5. Minimum AA rated by PACRA/JCR-VIS.
- 5.1.6. Providing Group Life & Pay Continuity Insurance to the employees of at least 10 well reputed National or International Companies.
- 5.1.7. Dealing insured members more than 2,000 (individual & corporate clients, government organizations).
- 5.1.8. Must be in Life Insurance Business from date of its incorporation / registration since last 5 years.
- 5.1.9. Must be an active tax payer from FBR.
- 5.1.10. All bids / proposals must be accompanied by a Bid Security of an amount of Rs 10,000/- in the form of Call Deposit Receipt (CDR) / Pay Order / Bank Draft in favor of STZA.
- 5.2. All bidders whose Technical Proposals are complete at opening based on the eligibility criteria, will be evaluated based on the technical evaluation criteria specified below. The minimum technical score required to pass is 70 points.





No.	Criteria	Allotted Marks	Attained Marks
(1)	Location of office in Islamabad for independent claim submission and settlement.	10	
(2)	15 days maximum claim reimbursement / settlement period.	10	
(3)	Acceptance of Group Life Insurance Coverage from _____	15 Mandatory Clause	
(4)	Acceptance of PTD Acc and PTD Natural coverage	15 Mandatory Clause	
(5)	Above 60 years of age limit coverage of STZA Employees.	10	
(6)	AA rated insurance companies / Firms	20	
(7)	Is in life insurance business since last 5 years.	10	
(8)	Life Insurance Coverage of More than 5,000 lives	10	
<b>Total Points</b>		<b>100</b>	

5.3. STZA will open the financial bids of all bidders who are found technically responsive. All qualified bidders will be notified regarding date, time and venue of the financial bid opening. The firm with the lowest bid will be awarded the contract.

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## FORM OF DRAFT CONTRACT

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This Agreement (the “**Agreement**”) is made at Islamabad on [Insert Date] (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its registered office located at Special Technology Zones Authority, 16<sup>th</sup> Floor New State Life Tower, F/7-4, Blue Area, 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], a company incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Insurance Company**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(STZA and the Insurance Company are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

### WHEREAS:

- A. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. The Insurance Company is involved in the business of *inter alia*, [insert];
- C. STZA has duly selected the Insurance Company in accordance with the applicable procurement laws, through its request for proposal dated [insert] (hereinafter referred to as the “**RFP**”), to engage the Services (as defined hereinafter) of the Insurance Company in relation to Group Life Insurance Policy. A copy of the RFP is attached as **Schedule A** to this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the Insurance Company to STZA and the relationship between the Parties.

**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 & CONDITIONS

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## 2. SERVICES

- 2.1.1. The Insurance Company shall provide the Group Life & Pay Continuity Insurance Policy services to STZA for the employees of the STZA (the “**Services**”) in accordance with the scope specified in the RFP. The Client may also request any other services as may be required on mutually agreed terms between the Parties.
- 2.1.2. The Insurance Company shall provide the Services in accordance with the Terms of Reference provided in Section 3 of the RFP, provided that STZA shall have the right to require certain additions and/or amendments to the scope subject to mutual agreement between the Parties.
- 2.1.3. STZA may ask the Insurance Company to perform additional services during the term of this Agreement if the same is required in order to deliver the Services in a complete manner. The scope and consideration for such additional services shall be mutually agreed between the Parties.

## 3. TERM

- 3.1.1. This Agreement shall become effective on the Signing Date and shall continue for an initial period of one (1) year, unless otherwise terminated in accordance with the provisions of **Section 3** of this Agreement (the “**Term**”).
- 3.1.2. The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before expiry of the Term.

## 4. PAYMENT FOR THE SERVICES

- 4.1.1. As consideration for the provision of the **Services, each STZA** shall pay to Insurance Company a sum of PKR [insert]/- (Pakistan Rupees [insert] only) (“**Consideration**”). The Consideration shall be inclusive of the prevailing withholding income tax and sales tax on services which shall be mentioned in the relevant invoices addressed to each STZA.
- 4.1.2. Any other terms relating to the payment of consideration shall be mutually agreed between the Parties, subject to acceptance of the terms of the financial proposal of the Insurance Company in respond to the RFP, as accepted by STZA, in whole or in part.
- 4.1.3. Within fourteen (14) days of the receipt of a letter of intent from STZA, the Insurance Company shall furnish Performance Security to STZA for a sum equivalent to 10% of the total value of the premium/Consideration. The Performance Security shall be returned to the Insurance Company upon expiry and/or termination of this Agreement.



## 5. MISCELLANEOUS PROVISIONS

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### 5.1. DEFAULT AND TERMINATION

- 5.1.1. If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.
- 5.1.2. Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful or scandalous behaviour or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 5.1.3. Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 5.1.4. Upon termination under this Section above, STZA shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that STZA shall be entitled to refund of any part of the Consideration paid for the unfinished work, as at the date of termination.

### 5.2. CONFIDENTIALITY

- 5.2.1. 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.
- 5.2.2. Any subcontractor and/or third party appointed by the Insurance Company subject to the prior written approval by Client, shall abide by all the confidentiality obligations of this Agreement.
- 5.2.3. 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.

### **5.3. FORCE MAJEURE**

5.3.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.

5.3.2. Notwithstanding the foregoing, in the event of the occurrence of a such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Insurance Company shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the Client to the Insurance Company for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

### **5.4. REPRESENTATIONS & WARRANTIES**

5.4.1. 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.

5.4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or may be bound.

### **5.5. INDEMNITY AND LIMITATION OF LIABILITY**

5.5.1. The Insurance Company hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless the Client and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Insurance Company or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach



by the Insurance Company of any of its representations, warranties or covenants contained in this Agreement.

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

## **5.6. ASSIGNMENT AND BENEFIT OF AGREEMENT**

5.6.1. The Insurance 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.

5.6.2. STZA shall have the right, power and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the STZA, in whole or in part, with prior intimation to Insurance Company, without affecting any rights of Insurance Company hereunder. Any such assignee and Insurance Company shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Insurance Company shall enter into such documents as may be necessary and required to bring the assignment into effect.

5.6.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

## **5.7. COUNTERPARTS**

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

## **5.8. NOTICES**

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

For STZA

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

For Insurance Company

Address: [insert]



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

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

#### **5.9. AMENDMENTS TO BE IN WRITING**

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

#### **5.10. SEVERABILITY**

5.10.1. 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.

#### **5.11. NO WAIVER**

5.11.1. 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.

#### **5.12. GOVERNING LAW & DISPUTE RESOLUTION**

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

5.12.2. 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 resolved in accordance with the provisions of the Arbitration Act, 1940.



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

<p><b>SPECIAL TECHNOLOGY ZONES AUTHORITY</b> through its authorised signatory</p> <p>Name: Designation: CNIC No.:</p> <p><b>[INSERT NAME]</b> through its authorised signatory</p> <p>Name: Designation: CNIC/ Passport No.:</p> <p>in the presence of: signature of <b>WITNESSES</b></p> <p>1- Name: Address: CNIC/ Passport No.:</p> <p>2-Name: Address: CNIC/ Passport No.:</p>		<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>SIGNATURES</p> <p>.....</p> <p>.....</p>
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**SCHEDULE A – REQUEST FOR PROPOSAL**

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

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