

Bidding Document

Tender No. PCBDDA/PRO/TENDER/2022/09

HIRING OF MARKETING FIRM ON RETAINERSHIP



**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
(PCBDDA)**

60-A, Garden Block, Garden Town, Lahore

Tel: 042-99058100

www.cbdpunjab.gov.pk

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of PCBDDA Procurement Regulations 2021

This Bidding Process will be governed under PCBDDA Procurement Regulations 2021, as amended from time to time and instructions of the Government of the Punjab if and when received.



1. Invitation to Bid

1.1 PCBDDA Procurement Regulations 2021

PCBDDA Procurement Regulations 2021 will be strictly followed. These may be obtained from PCBDDA's Website. <http://cbdpunjab.gov.pk/>.

In this document, unless otherwise mentioned to the contrary, "Regulation" means a Regulation under the PCBDDA Procurement Regulations 2021.

1.2 Mode of Advertisement(s)

As per Regulation 13(2), this Tender is being placed online at PPRA's & PCBDDA's website. The bidding document carrying all details can be downloaded from PCBDDA's website www.cbdpunjab.gov.pk for information only. All prospective bidders are required to submit a tender fee amounting to PKR 10,000/- in the form of Pay Order / Demand Draft in favor of **Lahore Central Business District Development Authority**. The Bidding Document will only be provided to the prospective bidder upon submission of the fees as per the prescribed instrument.

1.3 Type of Open Competitive Bidding

As per Regulation 39(2)(a) of PCBDDA Procurement Regulations 2021, Single Stage – Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as below:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically non-responsive shall be returned un-opened to the respective bidders
- (viii) Quality & Cost Based Method will be used for evaluation of bids.
- (ix) the highest ranked bidder shall be awarded the contract against each lot.

1.4 Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" in favor of "**Lahore Central Business District Development Authority**". The complete bids as per required under this tender document, must be delivered at reception of Punjab Central Business District Development Authority, Lahore, not later than **11:00 AM on November 14, 2022**. Late bids shall not be considered. Bids shall be publicly opened in the Committee Room of **Punjab Central Business District**

Development Authority, 60-A, Garden Block, Garden Town, Lahore, at **12:00 PM on November 14, 2022**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Contact Person for all correspondence in relation to this bid is as follows:

Primary Contact

Name: Mr. Jawad Ahmad

Designation: Director Procurement

Email: procurement@cbdpunjab.gov.pk

Phone No.: 042-99058100

Address: 60A, Garden Block, Garden Town, Lahore.

Bidders should note that during the period from the receipt of the bid and until further notice from the Contact Person, all queries should be communicated via Contact Person and in writing (e-mail) only.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2. Definitions

2.1 In this document, unless there is anything repugnant in the subject or context:

2.2 "Authorized Representative" means any representative appointed, from time to time, by

- the Client, the Purchaser or the Contractor.
- 2.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 2.4 "Client" means the Project lead of technical / concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 2.5 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 2.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 2.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 2.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 2.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 2.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 2.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 2.12 "Day" means calendar day.
- 2.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 2.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 2.16 "Prescribed" means prescribed in the Tender Document.
- 2.17 "Purchaser" means the Punjab Central Business District Development Authority (PCBDDA) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 2.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 2.19 "Services" means service and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 2.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

2.21 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

3. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

4. Notice

4.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

in writing;

- a) issued within reasonable time;
- b) served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- c) The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

5. Tender Scope

5.1 Punjab Central Business District Development Authority, (PCBDDA), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for HIRING OF MARKETING FIRM ON RETAINERSHIP.

5.2 Detailed Scope of Services are attached at **Annexure-A**.

6. Tender Eligibility/Qualification Criteria

6.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who conforms to the mandatory and technical requirements of Clause 22 of the Bidding Document.

7. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

8. Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

9. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

10. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot

be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

11. Amendment of the Tender Document

- 11.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 11.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per PCBDDA Procurement Regulations 2021.
- 11.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Regulation-29 of PCBDDA Procurement Regulations 2021.

12. Preparation / Submission of Tender

- 12.1 The Tenderer will submit their respective bids in a manner explained in this tender document.
- 12.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.3 The Tender shall be in two parts i.e. the **technical proposal** and the **financial proposal**.
- 12.4 The **Technical Proposal** shall comprise the following, **without quoting the price**:
 - 12.4.1 Compliance to the Scope of Services of the Tender Document (**Annexure-A**)
 - 12.4.2 Technical Proposal Form (**Annexure-B**)
 - 12.4.3 Submission of **undertaking on legal valid and attested stamp paper** that the firm is **not blacklisted** by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan, Correctness of Information. (**Annexure-G**)
 - 12.4.4 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
 - 12.4.5 Valid Registration Certificate for Income Tax & Punjab Sales Tax and status of the Firm / Company on Active Tax Payer List
 - 12.4.6 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
 - 12.4.7 Copy of Bid Security
- 12.5 The **Financial proposal** shall comprise the following:
 - 12.5.1 Financial Proposal Form (**Annexure-C**)
 - 12.5.2 Price Schedule (**Annexure-D**)
 - 12.5.3 Bid Security as per provisions of the clause Bid Security of this document.
- 12.6 The Tenderer shall seal the Original Technical Proposal/Bid in an envelope duly marked as under:

Original Technical Proposal/Bid for:

Tender Name. [Name of Tender]

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]
[Phone No. of the Tenderer]

- 12.7 The Tenderer shall follow the same process for the Financial Proposal/Bid;
12.8 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Proposal/Bid for:

Tender Name. [Name of Tender]

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 12.9 The Tenderer may enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
12.10 The Tender shall be submitted at the Reception of the Purchaser's office, not later than **11:00 AM** on last date of submission of bids. No late bid shall be accepted.
12.11 This is made obligatory to affix authorized signatures with official seal on all original documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

13. Tender Price

13.1 The quoted price shall be:

- 13.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
13.1.2 in Pak Rupees;
13.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
13.1.4 including all charges up to the delivery point at Punjab Central Business District Development Authority, Lahore, as specified by the Purchaser at the time of delivery.

13.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

13.3 Where no prices are entered against any item(s), the price of that item / service shall be deemed be free of charge, and no separate payment shall be made for that item(s).

14. Estimated Cost:

The estimated cost for the said assignment is as per the budget of PCBDDA.

15. Bid Security

15.1 The bid security amount has been calculated and demanded on estimated price as per provision of Regulation-27 "Bid Security" of PCBDDA Procurement Regulations 2021, the Tenderer shall furnish the Bid Security as under:

13.1.1 for a sum of **PKR 600,000/-**

13.1.2 denominated in Pak Rupees;

- 13.1.3 As part of technical bid envelope, failing which will cause rejection of bid.
- 13.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee, in the name of the **Lahore Central Business District Development Authority**;
- 13.1.5 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document; or
- 15.2.4 If the Tenderer, fails or refuses to deliver the required items/goods or fulfill the order placed within the stipulated time period.
- 15.3 The Bid security shall be returned to the unsuccessful Tenderer after completion of Bid Evaluation Criteria. The Bid Security shall be returned to the successful Tenderer after one month after signing of the Contract with successful bidder.
- 16. Tender Validity**
- 16.1 The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.
- 17. Modification / Withdrawal of the Tender**
- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.
- 18. Opening of the Tender**
- 18.1 Tenders shall be opened at least sixty (60) minutes after closing time of the submission of bids, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Regulation-(30) of PCBDDA Procurement Regulations 2021. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19. Clarification of the Tender**
- 19.1 The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required

to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this tender document.
 - 20.1.2 meets the Technical Requirements;
 - 20.1.3 in compliance with the rate and limit of liquidated damages;
 - 20.1.4 offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
 - 20.1.5 is accompanied by the required Bid Security as part of bid envelope against tender only;
 - 20.1.6 The original receipt of tender fee submitted, attached with the bid envelope against tender only;
 - 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Items / Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. Technical Evaluation Criteria

- 22.1 The firms not fulfilling the Mandatory Criteria shall be considered as non-responsive and will not move forward to the technical evaluation stage.
- 22.2 The Bidders who have duly complied with the Eligibility/Qualification and Technical Evaluation Criteria will be eligible/responsive for further processing.
- 22.3 The Bids, which do not conform, to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods /Equipment will be rejected.
- 22.4 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:
- 22.5 The Company will use “**Quality & Cost Based Selection Method**” under Single Stage Two Envelope for Hiring of Marketing Firm on Retainership under PCBDDA Procurement Regulations 2021. Criteria for Technical and Financial Evaluation are enclosed. Scores will be allocated based on evidence available in the proposal only. The Contract will be awarded to the highest evaluated bidder.

Mandatory Criteria

- Requisite Bid Security with the Technical Proposal.
- Minimum 05 years of existence of firm which shall be calculated from the date of registration of firm / company from relevant registration body.
- Work Portfolio including Design, Creative Writing, Media & Outdoor Campaigns, Digital & Social Media Campaigns, TV/Radio Campaigns, Media Monitoring & tracking reports especially for Digital / Social / PR etc.
- Valid NTN Certificate with ATL.
- PRA Registration
- Audited Financial Statements of last 3 years.
- Local Office in Lahore sufficient staff to complete the scope of work. (Office Address & List of employees in Lahore to be provided).
- Affidavit (format attached as Annex - G) on a Stamp Paper worth PKR 100 that the firm is not blacklisted / debarred by any government / semi government autonomous bodies / companies etc., correctness of Information and no pending litigation from last three (03) years.

Technical Evaluation Criteria for the Hiring of Marketing Firm on Retainership:

Proposals will be evaluated on the basis of:

Sr.	Evaluation Criteria	Scoring Criteria	Total Marks
1	Average Turnover of Min. PKR 50 million for last 03 years (To be calculated from Audited Financial Statements of last 3 years)	Less than 50 million = 00 Marks 50 to 60 million = 05 Marks 61 to 70 million = 10 Marks 71 to 80 million = 15 Marks More than 80 million = 20 Marks	20
2	Work Experience related to Creative Services / Digital Media Services / Content Creation to Private / Corporate and Government / Semi Government Clients during last 05 years (Attach Purchase Order / Performance Certificates / Contracts)	Less than 05 = 00 Marks 05 to 10 = 10 Marks 11 to 15 = 15 Marks 16 to 20 = 20 Marks More than 25 = 25 marks	25

Sr.	Evaluation Criteria	Scoring Criteria	Total Marks
3	<i>Human Resource Dedicated team to be provided for the entire period of the Contract. Proposed Hierarchy of the team to be attached with bid. (Please attach CV's duly attested by the firm)</i>	Creative Director = 05 Marks Creative Content Writer = 05 Marks Graphic Designer = 05 Marks Animator / Video Editor = 05 Marks Media Manager = 05 Marks	25
4	<i>Registration from PID</i>	2.5 Marks	2.5
5	<i>Registration from PBA</i>	2.5 Marks	2.5
6	<i>On panel with DGPR</i>	2.5 Marks	2.5
7	<i>Registration with APNS</i>	2.5 Marks	2.5
8	<i>Any Award from DG PR or Government of Pakistan regarding Media</i>	05 Marks	05
9	<i>Delivery of test campaign as per the brief attached as Annex -</i>	Presentation will be conducted along with submission of artworks in hard and soft form. It will be presented by the Creative Head of the Company/Agency with ample rationale of the presented work.	15

Note: Minimum passing marks 70. Firms obtaining less than 70 marks will be technically disqualified. The firm must attach verifiable documents for the above-mentioned technical requirements.

23. Financial Proposal Evaluation

- 23.1 The Financial Proposals of the technically qualified firms will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Responsive/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal opening.
- 23.2 Financial Proposal evaluation will be conducted under the PCBDDA Procurement Regulations 2021. The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.3 Financial Proposals of only Technically Qualified Firm will be opened. The Firm getting maximum marks on **70-30 weight age (70% for Technical and 30% for Financial)** will be selected..

The formula for determining the Financial Score is the following:

$$Sf = 100 \times Fm / F$$

Where, Sf is the Financial Score; Fm is the Lowest Price and F the Price of the Proposal under consideration.

The weights given to the Technical (T) and Financial Proposals (F) are:

$$T = 0.80 \text{ and } F = 0.20$$

- 23.4 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.5 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual consent

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-Regulation(1) of Regulation-35 of PCBDDA Procurement Regulations 2021 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Regulation-35 of PCBDDA Procurement Regulations 2021).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-7 & 20; or
 - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 24.2.3 bid not submitted against complete Lot and relevant bid security is not submitted;
 - 24.2.4 incomplete, partial, conditional, alternative, late; or
 - 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
 - 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 24.2.9 the Tenderer engages in corrupt practices in competing for the Contract award;
 - 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
 - 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
 - 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
 - 24.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
 - 24.2.14 the tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government Regulations and regulations.
 - 24.2.15 there is any discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - 24.2.16 the Tenderer submits any financial conditions as part of its bid which are not in

conformity with tender document.

24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

25.1 At first step, responsive bidder(s)/tenderer(s) as per clause-22 of this tender document fulfilling the mandatory and technical evaluation criteria will stand technically qualified.

25.2 At second step, technically responsive/qualified bidder(s)/tenderer(s) will be evaluated in the light of Financial Proposals and the contract shall be awarded in accordance with designated selection method.

26. Acceptance Letter

26.1 The Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref: Regulation-38 of PCBDDA Procurement Regulations 2021) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

27.1. The successful Bidder/The Contractor shall submit an irrevocable and unconditional Performance Security as under:

27.1.1. within **ten (10) working days of the signing of the Contract;**

27.1.2. in the form of Bank Guarantee / CDR / PO, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document **(Annex I);**

27.1.3. for an amount of 10% of the total awarded amount;

27.1.4. denominated in Pak Rupees;

27.1.5. have a minimum validity period of one (01) year. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

27.2. The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1. If the Contractor commits a default under the Contract;

27.2.2. If the Contractor fails to fulfil the obligations under the Contract;

27.2.3. If the Contractor violates any of the terms and conditions of the Contract.

27.3. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

28.1 Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the

receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

29 Forfeiture of Bid Security

29.1 If the bidder withdraws its bid during the completion of procurement process after the deadline of submission of the bids.

29.2 In case of successful bidder, if it fails within the specified time to furnish the necessary performance security for provision of Creative Services, after signing the contract and achieve the financial close in case of default or any other reason mentioned in the bidding documents.

30. Penalty

30.1 In case the successful firm provides Sub Standard performance & deliverables in the Contract Duration or doesn't adhere to completion of work in the required time, then a penalty of 10% of Monthly Retainer Amount will be imposed from the incumbent month's payment.



Annex – A

SCOPE OF WORK – CREATIVE SERVICES

Delivery guidelines

The Agency will provide day to day advertising services and content based on briefs initiated by the Authority.

The Agency will provide marketing content in accordance with the brand manual of the Authority. However, the Agency will also be expected to deliver marketing content out of the guidelines set by the Brand Manual.

It is the responsibility of the Authority to initially train the creative representatives of the agency to understand the brand manual for marketing content implementation.

It is the responsibility of the Agency to implement the guidelines of the Brand Manual and add creativity and innovation in content within the guidelines set out in the Brand Manual.

Brand strategy and plans

It is the responsibility of the Agency to deliver the ideation and planning execution strategy Periodically for the Authority's marketing strategy, campaigns, social media, merchandising and promotional materials.

Services

The agency will be responsible for delivering the following services:

- Brand research and trend-watching (competitor analysis, social trends analysis, industry analysis, design analysis, etc.)
- Creative management (ideation of content, content, and creative planning, etc.)
- Content writing (digital media captions, campaign taglines, voice-over scripts, publications with brand help, general information, website/blog content, etc.)
- Static and moving artwork design (social media posts, campaign artwork, event branding, etc.)
- Videography for digital content (on-site footage, internal events footage, general ad hoc videos on basic equipment, etc.) The agency will be required to have an inhouse facility for execution of videos and outsourcing will not be allowed.
- Video editing (social media post edits, internal events footage edit, construction site updates, etc.)
- Basic 3D artwork and animations (logo animations, text animations, etc.)
- Going live on events (branded streams, non-branded streams, etc.)
- Campaign planning (digital mileage forecasts, 360 media plans, creative suggestions, etc.)
- The agency will be responsible for creation of all design content.
- Supervise production quality of print work (Booklets, Brochures, Media Walls, Roll-up Stands, Newsletter, etc.)

Content

The agency will be responsible for delivering the following content:

- Print publications
- Digital videos
- Artwork for print
- Artwork for digital mediums
- Social Media Posts (static pictures, animated pictures, and short videos)
- Website artwork and designs
- Audio Content (Interviews, Talks, complete sonic branding etc.)
- Radio Spots

Reporting

The Agency is responsible for delivering detailed reports on the qualitative and quantitative outcomes and achievements of all services for each campaign, content, media plans and marketing efforts carried out by both the Authority and the Agency on behalf of the Authority. The report must be submitted within 3 working days after the conclusion of the campaign.

Weekly reporting of all social media platforms and complete outcome reports followed by every campaign.

Bloggers & Digital PR

The agency will be responsible for reaching out to government organizations, private companies and institutions, and influencers to push agenda of the Authority. Promote the cause to achieve the KPIs set by the brand team.

Media strategy and planning

- The Agency will be responsible for audience segmentation, creation of all media plans and media plan execution strategies in accordance with DGPR and Commercial Platforms.
- All the media production/airing/reporting must be in accordance with prevailing DGPR rules and regulations. The agency shall also be responsible for maintaining close contact with DGPR on behalf of the Authority to obtain desired results for any specific assigned task.
- The agency will also be responsible to ensure resolution for any conflict which may arise between Authority and (DGPR) any other media outlet/media handling/media supervision Authority/Body.
- The Agency will be responsible for end-to-end media management from planning and releasing to publication and reporting. Also ensure best possible spots/locations within the media outlets such as TV, Radio, Newspaper, blogs etc.

Digital Media Spend

The agency will be responsible for spending a said amount per month for the promotion of digital content and increasing following for the Authority across all of the Authority's digital platforms. This cost shall be built into the monthly retainer fee. The agency shall give clear proofs of the spend and access to dashboards/media management tools to verify the outcomes of the aforementioned spend. The spend will be supported with a specific approach based on engagement forecasts on all digital platforms. Monthly KPIs will be set as per Annex-A. Campaign specific spend will be according the media plans created for each specific campaign.

Other considerations

- Arrangement of equipment (such as but no limited to computers, resources, cameras, etc.) to deliver the afore-mentioned content and services is the responsibility of Agency.
- The agency is responsible for delivering voice-overs for running video content.
- The agency is responsible for the procurement of stock footage, animations templates, transitions templates, slideshow templates, music and sound effects.
- The agency will provide a dedicated team for the Authority with the following structure.
- Account director, Account manager, creative director, creative content writer (English & urdu), art director, graphic designer (mainstream & digital media), animator/video editor & media manager (mainstream & digital media)
- The authority can call in any member or entire assigned agency team for task allocations/discussions etc.



ANNEXURE-B

FORMS & OTHER REQUIRED DOCUMENTS

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60-A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your Request for Proposal / Tender Document No. **PCBDDA/PRO/TENDER/2022/09** dated _ (insert date) _ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in _____ of the Proposal Data Sheet.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

CBD
PUNJAB

ANNEXURE-C

FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the_ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document No. _____ dated _ (insert date) _ and our Technical Proposal. Our attached Financial Proposal is for the sum of _ (insert amount in words and figures) _ . This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the Capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:



CBD
PUNJAB

ANNEXURE-D
Price Schedule/ Financial Cost Sheet

Name of Bidder _____

Tender No. _____

Sr. No.	Vehicles	Months	Monthly Rate	Rate for 12 Months
1	Creative Services on Retainership Basis as per attached Scope of Work	12		

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

- The rates shall be quoted in PKR.
- All Prices shall be inclusive of all applicable taxes.
- No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.
- The firm must quote rates for all of the heads. Non-provision of rates for any head will be considered "ZERO" and the firm will be liable to provide that service free of cost.
- The payments shall be released within 30 days after submission of invoice in form of arrears for services provided in the preceding month.

Signature of authorized person
Name:
(Company Seal)

ANNEXURE-E
Format for Covering Letter

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

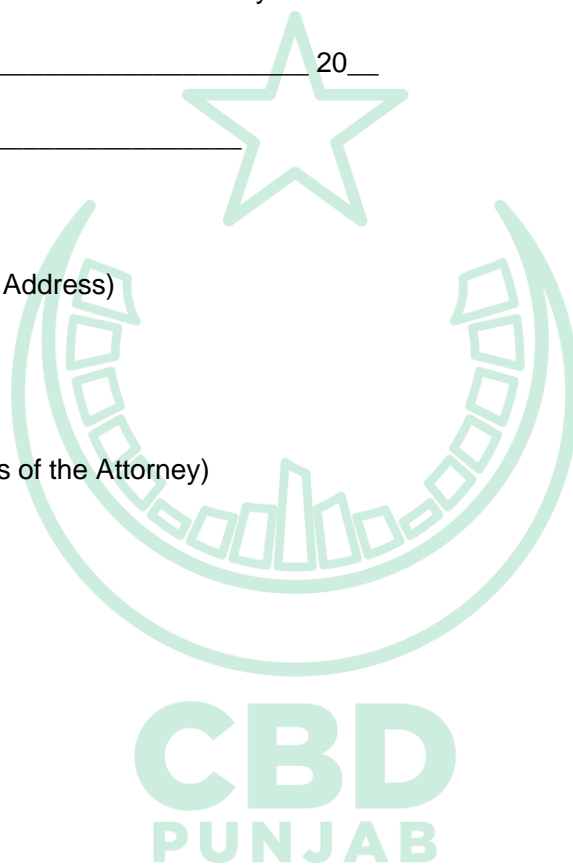
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:



ANNEXURE-G

(This should be written in the Rs.100 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide services required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Request for Proposal (RFP) due for opening on _____, 2022 for Hiring of Marketing Firm on Retainership.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the RFP and in addition to the conditions we also agree to abide by all the special instructions mentioned in RFP. We also hereby categorically confirm that we are fully capable to provide services as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Hiring of Marketing Firm on Retainership, Tender No. **PCBDDA/PRO/TENDER/2022/09**, hereinafter called "the Tender") to the Punjab Central Business District Development Authority (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

Therefore, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the, whichever is later.

Date this _____ day of 2022 _____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within ten (10) days of the signing of the contract from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____)

_____ and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfil any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 20_____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

FORM OF CONTRACT

THIS CONTRACT is made at Lahore on XXXXXX, between the **Punjab Central Business District Development Authority** (hereinafter referred to as the “Procuring Agency”) of the First Part; and **M/s XXXXXXXXX** a firm having its registered office XXXXXXXXXXXX (hereinafter called the “Service Provider”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for Creative Services on Retainership, in pursuance where of **M/s XXXXXXXXX**. being the authorized Service Provider; and Whereas the Procuring Agency has accepted the bid by the Service Provider for the Provision of Advertising Agency Services in the sum of **Rs XXXXXX/-** (Pak Rupees XXXXXXX only per month, the total amount for twelve months shall be **Rs. XXXXXX/-** (Pak Rupees XXXXXXX)).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the General Conditions of Contract;
 - b. the Scope of Services
 - c. the Price Schedule;
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. *The Service Provider* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, the Service Provider represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. *The Service Provider* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. *The Service Provider* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *The Service Provider* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *The Seller/ Service Provider* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the Service Provider shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at Lahore and shall enter into force on the day, month and year first above mentioned.

For **Punjab Central Business
District Development Authority:**

For **XXXXXXXXXX**

Signature
Name: **XXXXXXX**
Designation: **XXXXXXXXX**

Signature
Name
Designation:

WITNESSES

Signature: _____	Signature: _____
CNIC #: _____	CNIC #: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____

A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
 - c. "The Goods" means equipment and machinery and other items which the Service Provider is required to supply to the Procuring Agency under the Contract.
 - d. "The Services" means those services and other such obligations of the Service Provider covered under the Contract.
 - e. "GCC" mean the General Conditions of Contract contained in this section.
 - f. "The Procuring Agency" means the "**Punjab Central Business District Development Authority**" "The Service Provider" means the individual or firms providing the services under this Contract.
 - g. "Day" means calendar day.

2. Application

- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

- 3.1. The Services should comply with the relevant international quality standards or as per standards mentioned in the specifications.

4. Use of Contract Documents and Information

- 4.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 4.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5. Patent Rights

- 5.1. The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. Inspections and Tests

- 6.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the service to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- 6.2. For the purpose of inspections and tests. The Service Provider shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency.
- 6.3. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.
- 6.4. Nothing shall in any way release the Service Provider from any warranty or other obligations under this Contract.

7. Payment

- 7.1. The Payment will be on monthly basis in arrear upon submission of Invoice by the Service Provider.
- 7.2. The Service Provider shall provide all necessary supporting documents along with invoice.
- 7.3. The Service Provider shall submit an Invoice, to the Client. The Invoice shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Invoice and subsequent to the period covered by the last preceding Payment, if any.
- 7.4. The Client shall pay the amount verified within thirty (30) days. The Payment will be made upon satisfaction of services by the User Department. Payment shall not be made in advance. The Client shall make payment for Services provided by the Service Provider, as per Government policy, in Pak Rupees, through cross cheque.
- 7.5. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

8. Prices

- 8.1. Prices charged by the Service Provider for delivered services under the Contract shall not vary from the prices quoted by the Service Provider in its bid and shall remain the same till the expiry of Contract.

9. Contract Amendments

- 9.1. No variation in or modification of the terms of the Contract shall be made.

10. Term of Contract

- 10.1. The term of the Contract is one (01) year. The Term of the Contract is from XXXXXXXX to XXXXXXXXXXXX. The term of the Contract can be extended with the mutual consent of both parties. The Rates for the services will be applicable throughout the Contract Period.

11. Assignment

- 11.1. The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

12. Subcontracts

- 12.1. The Service Provider shall not be allowed to sublet the job and award subcontracts under this Contract.

13. Delays in the Service Provider's Performance

- 13.1. Delivery of the services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 13.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.
- 13.3. A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 14, unless an extension of time is agreed upon without the application of liquidated damages.

14. Penalties/Liquidated Damages

- 14.1. In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Service Provider. The above Late Delivery (LD) is subject to Penalties / Liquidated Damages, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.

15. Termination for Convenience

- 15.1. Client may, at any time, by written notice served on the Service Provider terminate the Contract, in whole or in part, for its convenience, without any compensation to the Service Provider.
- 15.2. The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Client. For the remaining services, the Client may elect:
- 15.2.1. to have any portion thereof completed and delivered; and/or
- 15.2.2. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services.

16. Termination for Default

- 16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:
- if the Service Provider fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
 - if the Service Provider fails to perform any other obligation(s) under the Contract.
 - if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

16.2. Mechanism of blacklisting provided in rule 21 of Punjab Procurement Rules, 2014.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC, the Service Provider shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Service Provider, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

19. Arbitration and Resolution of Disputes

19.1. The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

19.2. All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) Days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration in Lahore, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by one arbitrator appointed, by mutual consent of the Parties, in accordance with the said Arbitration Act of 1940.

20. Governing Language

20.1. The Contract shall be written in English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

21. Applicable Law

21.1. This Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

22. Notices

22.1. Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address as mentioned below:

Procuring Agency

XXXXXXXXXXXX

22.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.



B. SCOPE OF SERVICES

Delivery guidelines

The Agency will provide day to day advertising services and content based on briefs initiated by the Authority.

The Agency will provide marketing content in accordance with the brand manual of the Authority. However, the Agency will also be expected to deliver marketing content out of the guidelines set by the Brand Manual.

It is the responsibility of the Authority to initially train the creative representatives of the agency to understand the brand manual for marketing content implementation.

It is the responsibility of the Agency to implement the guidelines of the Brand Manual and add creativity and innovation in content within the guidelines set out in the Brand Manual.

Brand strategy and plans

It is the responsibility of the Agency to deliver the ideation and planning execution strategy Periodically for the Authority's marketing strategy, campaigns, social media, merchandising and promotional materials.

Services

The agency will be responsible for delivering the following services:

- Brand research and trend-watching (competitor analysis, social trends analysis, industry analysis, design analysis, etc.)
- Creative management (ideation of content, content, and creative planning, etc.)
- Content writing (digital media captions, campaign taglines, voice-over scripts, publications with brand help, general information, website/blog content, etc.)
- Static and moving artwork design (social media posts, campaign artwork, event branding, etc.)
- Videography for digital content (on-site footage, internal events footage, general ad hoc videos on basic equipment, etc.) The agency will be required to have an inhouse facility for execution of videos and outsourcing will not be allowed.
- Video editing (social media post edits, internal events footage edit, construction site updates, etc.)
- Basic 3D artwork and animations (logo animations, text animations, etc.)
- Going live on events (branded streams, non-branded streams, etc.)
- Campaign planning (digital mileage forecasts, 360 media plans, creative suggestions, etc.)
- The agency will be responsible for creation of all design content.
- Supervise production quality of print work (Booklets, Brochures, Media Walls, Roll-up Stands, Newsletter, etc.)

Content

The agency will be responsible for delivering the following content:

- Print publications
- Digital videos

- Artwork for print
- Artwork for digital mediums
- Social Media Posts (static pictures, animated pictures, and short videos)
- Website artwork and designs
- Audio Content (Interviews, Talks, complete sonic branding etc.)
- Radio Spots

Reporting

The Agency is responsible for delivering detailed reports on the qualitative and quantitative outcomes and achievements of all services for each campaign, content, media plans and marketing efforts carried out by both the Authority and the Agency on behalf of the Authority. The report must be submitted within 3 working days after the conclusion of the campaign.

Weekly reporting of all social media platforms and complete outcome reports followed by every campaign.

Bloggers & Digital PR

The agency will be responsible for reaching out to government organizations, private companies and institutions, and influencers to push agenda of the Authority. Promote the cause to achieve the KPIs set by the brand team.

Media strategy and planning

- The Agency will be responsible for audience segmentation, creation of all media plans and media plan execution strategies in accordance with DGPR and Commercial Platforms.
- All the media production/airing/reporting must be in accordance with prevailing DGPR rules and regulations. The agency shall also be responsible for maintaining close contact with DGPR on behalf of the Authority to obtain desired results for any specific assigned task.
- The agency will also be responsible to ensure resolution for any conflict which may arise between Authority and (DGPR) any other media outlet/media handling/media supervision Authority/Body.
- The Agency will be responsible for end-to-end media management from planning and releasing to publication and reporting. Also ensure best possible spots/locations within the media outlets such as TV, Radio, Newspaper, blogs etc.

Digital Media Spend

The agency will be responsible for spending PKR 100,000/- per month for the promotion of digital content and increasing following for the Authority across all of the Authority's digital platforms. This cost shall be built into the monthly retainer fee. The agency shall give clear proofs of the spend and access to dashboards/media management tools to verify the outcomes of the aforementioned spend. The spend will be supported with a specific approach based on engagement forecasts on all digital platforms. Monthly KPIs will be set as per Annex-A. Campaign specific spend will be according the media plans created for each specific campaign.

Other considerations

- Arrangement of equipment (such as but no limited to computers, resources, cameras, etc.) to deliver the afore-mentioned content and services is the responsibility of Agency.
- The agency is responsible for delivering voice-overs for running video content.
- The agency is responsible for the procurement of stock footage, animations templates, transitions templates, slideshow templates, music and sound effects.
- The agency will provide a dedicated team for the Authority with the following structure.
- Account director, Account manager, creative director, creative content writer (English & urdu), art director, graphic designer (mainstream & digital media), animator/video editor & media manager (mainstream & digital media)
- The authority can call in any member or entire assigned agency team for task allocations/discussions etc.



C. PRICE SCHEDULE

Sr. #	Description	Monthly Rate inclusive of all taxes
1	Creative Services on Retainership Basis	xxxxxx
Total Rate for 12 months incl. of all taxes		PKR xxxxxxxx

Note: Above-mentioned prices are inclusive of all applicable taxes and out of pocket expenses.

