

Dow University of Health Sciences Karachi



Bidding Documents

Single Stage – Two Envelope Procedure

As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

IFB No: DUHS/DP/2021/127 Dated 08 March 2021

INVITATION FOR BIDS FOR HIRING OF ADVERTISING AGENCY

INVITATION FOR BIDS (IFB)
No. DUHS/DP/2021/127 Dated 08 March 2021

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for **HIRING OF ADVERTISING AGENCY** from the well reputed Advertising agencies who wish to offer Creative, Digital and Media Release Services to DUHS.

The Bidder should be APNS and PAA accredited advertising agencies that have their head office in Karachi and available on ‘List of Active Tax Payers’ of FBR (for Income Tax) & SRB (For Sales Tax) websites.

The Agency must employ adequate staff with appropriate professional qualifications and suitable experience with reputed health sector organizations, including experience as advertising agency of entities comparable in size and complexity to DUHS.

Tender fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure as per rule 46 sub rule 2 of SPP Rules 2010 (Amended 2019)
Bid security	Two (2%) percent of the total bid value.
Tender purchasing date	From the date of publishing to 25 March 2021
Deadline for submission of bids	26 March, 2021 up to 11:00 Hrs.
Bid Opening Date & Time	26 March, 2021 at 11:30 Hrs.
Note: In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.	

Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 2,000/- being tender fee in favour of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (<http://ppms.ppr.sindh.gov.pk>), in this situation, bidder is required to enclose Pay Order / Demand Draft of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing date. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

Address for Purchasing of bidding documents, submission and opening of bids:

Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Phone No. + 92-21-99261497, Email: director.procurement@duhs.edu.pk

Director Procurement
Dow University of Health Sciences, Karachi

BIDDING DOCUMENTS
FOR HIRING OF ADVERTISING AGENCY
No. DUHS/DP/2021/127 Dated 08 March 2021

1. Purpose

1.1 The purpose of this Invitation for Bids (IFB) is to select a competent Advertising Agency for services including event management, documentary productions, photography, thematic designing of all material of Dow University of Health Sciences, Karachi “hereinafter referred as DUHS or Procuring agency”, marketing material designing, marketing campaign designing, newsletter writing and designing, promotional campaigns, website content development, advert designing for social media, designing of presentation slides, promotional video clips production and any other matter related to image building of the DUHS. The Services should be carried out in accordance with appropriate professional standards of Advertising, Marketing as applicable in Pakistan.

1.2 To enable you to submit a proposal, please find enclosed:

- Background
- Scope of the Work
- Evaluation of Bids / Proposals - (Technical and Financial)
- Access to Facilities and Documents
- Mode of Payment
- Guidelines & other terms and conditions

The bidder should follow guidelines given in the bidding documents. Method of evaluation to be adopted in evaluating the bids / proposals will be based on enclosed Evaluation of bids / Proposals (refer clause 4), with the technical evaluation being completed prior to any financial bids/proposals being opened and compared:

Please note that DUHS is not bound to select any or all of the firms submitting proposals.

2. **Background**

Dow University of Health Sciences, Karachi ('DUHS') is a Public Sector University founded in December 2003. DUHS has been developing tradition of excellence in Health, education, research and community service. DUHS has educated and trained more than **8,000 students** and residents from **20 academic institutes**. The University has more than **4,000 employees**, including approximately **970 faculty members** at present.

Accounting and financial management practices of DUHS are governed by the DUHS Act 2004.

Prof. Dr. Muhammad Saeed Quraishy is currently Vice Chancellor of Dow University of Health Sciences Karachi.

Personnel responsible for Advertisement & Event Management is **Mr. Ashar Afaq**, Registrar (+92 21 32715441-460)

DUHS offices are based in Karachi at the following addresses:

Head Office:

Baba-e-Urdu Road, Karachi- 74200 - Pakistan

Phone: 92-21-111113847

92-21-99215754-7

92-21-32715441-460

Fax: 92-21-99215763

Ojha Campus/Dow University Hospital

SUPARCO Road, Gulzar-e-Hijri, Scheme No. 33, Karachi - Pakistan

Phone: 92-21-3877111,99232660

DUHS website: <http://www.duhs.edu.pk/>

3. Scope of the Work

- 3.1 Dow University of Health Sciences (DUHS) wishes to acquire the services of a Creative Agency. As DUHS is in the process of building its corporate brand identity, taking a market competitive Creative Agency onboard is pertinent to give DUHS's corporate image a complete 360 degrees' overhaul.
- 3.2 The following section identifies the main tasks and responsibilities that the qualifying Creative Agency would be expected to deliver upon, by working closely with the DUHS Management.
- 3.3 To begin with, the qualifying agency will be responsible for developing & recommendations for a Marketing and Advertising Plan that supports the branding objectives set by the DUHS Management. The agency would be required to develop a comprehensive plan which will include the strategic direction, creative strategy, brand development and management, an in-depth media plan for all communication touchpoints, when required. The agency would also be required to guide DUHS on how to integrate social media into a brand strategy.
- 3.4 Qualified Agency required to launch campaigns for Dow University Hospital (DUH), Dow Institute of Radiology (DIR), Dow Diagnostic Research and Reference Laboratory (DDRRL), Ojha institute of Chest Dieses (OICD), Dow Institute of Life Sciences (DILS), Dow Riva Water and all other Health Care Facilities, Academic & Research Institutes – pre-Ramadan and Ramadan for Donations, Zakat, Scholarship Funds, Patient Welfare Funds, Development Funds & Endowment Funds. Agencies are required to create and share a 360-degree concept for each campaign.
- 3.5 **Strategic & Campaign Planning:** Acting as a support function, the agency would be required to provide DUHS with an “insider’s look” during the strategic account planning and campaign development process. The qualifying agency must have a thorough understanding and knowledge of how brands operate in a global marketplace, and the shifting dynamics of how consumers receive and use information today. Using this knowledge, the agency would be required to guide DUHS on how to develop a holistic approach to brand advertising. Campaign will include ATL (TVC, Radio, Print and OOH) and Digital.
- 3.6 **Concept Development & Production:** The agency must undertake the development of creative materials and campaign elements ATL (TVC, Radio, Print and OOH) and Digital. Once approved by the DUHS Management, the agency would be responsible to produce the agreed upon deliverables and bring them to the final form – ready for release, publishing and/or broadcasting.
- 3.7 **Design Work:** The agency would be required to fulfil all the design requirements for DUHS, including: press ads, supplements, hoardings, backdrops, vehicle design, brochure, POS designs, banners, leaflets, flyers, poster, branded giveaways, stationery, design signs, shop designs, merchandising, concept development, annual reports, table calendar, corporate diaries, desk planners, newsletters, radio commercials, language adaptations and translations, packaging and miscellaneous. Development, finalization and ensuring consistent implementation of branding guidelines, 360-degree corporate brand campaign, undertaking planning & execution for internal and external activities, launching of schemes through print, radio TVC OOH & Digital ads.

3.8 **Media Planning & Buying:** The qualifying agency will be required to guide the process of deciding where, when, and how to media for DUHS-sponsored content.

3.9 **Expected Deliverables**

Strategic & Campaign Planning	As required by DUHS Management
Concept Development & Production	Two to three concepts per round
Design Work	3 to 5 design options for each deliverable
Media Planning & Buying	Comprehensive media plan before each release

1. Qualified Agency will have to present the campaign plan to the DUHS Management and provide any clarifications required by the forum.
2. Qualified Agency must provide breakdown of their fee in respect of all mentioned entities for each of task.
3. In case of any dispute regarding quality of services and scope of job the decision by DUHS shall be final & binding.
4. DUHS reserves the right to terminate the contract, if the performance of the bidder is unsatisfactory.
5. Duration of the contract shall for two years, which can be extended for another year depending upon the performance evaluation but on same terms and conditions.

4. Evaluation Criteria – Technical & Financial

- 4.1 Bids / Proposals including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 4.2 The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid.
- 4.3 The Bids / Proposals shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- 4.4 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
- 4.5 Bids are invited as per Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 4.6 The bids shall be evaluated on complete lot / group / package basis. The bids for partial / limited items / individual items shall not be considered and rejected.
- 4.7 Bidder shall be bound to produce the original documents for verification on the request of DUHS. If bidder failed to produce the original documents within the prescribed time schedule their Bid will be rejected instantly.

4.8 Technical Bids / Proposal Evaluation:

- i. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- ii. Maximum points / marks for technical bids / proposals are 100.
- iii. Bidders achieving **minimum 85% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- iv. Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

TECHNICAL PROPOSAL EVALUATION CRITERIA

S#	Evaluation Parameters/Sub-parameters	Maximum Points
1.	Number of Campaign in last 3 years for Government entities, Listed & public companies (Credible documentary evidence must be provided)	Max. 20
1.1	100 and above clients	20
1.2	50 and above clients	10
1.3	30 and above clients	05
1.4	Below 30 Clients	00
2.	Campaign for any Reputable Hospital in Pakistan especially for Zakat and donation campaigns. (Credible documentary evidence must be provided)	Max. 20
2.1	500 Bed or More	20
2.2	200 Bed	10
2.3	100 Bed	05
3.	Agencies with Experience and expertise in the advertising industry. (Credible documentary evidence must be provided)	Max. 20
3.1	10 Years or More	20
3.2	05 Years	10
3.3	04 Years or Less	05
4.	Documentary duration 15 minutes introducing DUHS along with Maximum 10 slides presentation on Strategic & Campaign Planning concept (How to market DUHS in most effective way) (Credible documentary evidence must be provided)	Max. 20
4.1	Yes	20
4.2	No	00
5.	Affiliation (Credible documentary evidence must be provided)	Max. 20
5.1	International	20
5.2	Pakistan Broadcasters Association	10
TOTAL POINTS		100

4.9 Financial Bids / Proposal Evaluation:

- i. Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- ii. Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.

- iii. Bidder should submit financial bid for at two campaigns pre-Ramadan and Ramadan, duration totaling two months' breakdown of their fee in respect of task mentioned below (Financial Proposal – Annexure - A). Agencies are required to create and share a 360-degree concept for each campaign.
- iv. Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- v. Procuring Agency shall not be responsible for any erroneous calculation of taxes, or revised taxes and all differences arising out 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 shall be passed to the Procuring Agency.

5 Access to Facilities and Documents

- 5.1 The Qualified agency will have access to all facilities (geographical locations) for recording of videos or Photography etc. after getting written approval from competent authority through proper channel for the period indicated in the approval.

6 Mode of Payment

- 6.1 The assignment is on fixed fees.

Fees will be paid after campaign approved, completed & certified by DUHS management through cheque.

7 Guidelines

- 7.1 DUHS will select a firm on purely merit on the basis of Technical and financial proposals submitted by the firms, based on Single Stage Two Envelop.
- 7.2 Agency(s) who meet the requirements of the TORs and the commercial and contractual conditions, and if the Agency find any ambiguity, omission or internal contradictory, or any feature that is unclear or that appears restrictive, they should seek clarification before the closing date of submission.
- 7.3 The Firms are invited to submit a Technical Bid / Proposal and a Financial Bid / Proposal, clearly indicating ***'Proposal for the Hiring of Advertising Agency'***.
- 7.4 Client's policy requires that firm provide professional, objective, and impartial advice and at all times hold the Client's interests paramount; strictly avoid conflicts with the assignments or their own corporate interests.
- 7.5 Proposed professional staff must be qualified and have adequate experience, preferably worked under conditions similar to those prevailing in the country of the assignment.
- 7.6 Agency should ensure that they submit a full proposal including all the supporting documents requested. It is essential to ensure accuracy in the curricula vitae of key staff submitted. An authorized representative of the firm initials all pages of the proposal and dated. Noncompliance with important requirements will result in rejection of the proposal.
- 7.7 The original bid / proposal (Technical Bid / Proposal and Financial Bid / Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting.
- 7.8 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Bid / Proposal", and the original and all copies

of the Financial Bid / Proposal in a sealed envelope clearly marked "FINANCIAL BID / PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL BID / PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE." USB should contain only soft copy of Technical Proposal.

- 7.9 After the deadline for submission of bids / proposals, the **Technical Bid / Proposal shall be opened at 11:30 Hrs. on 26 March 2021** in the presence of those who want to be present on the date specified in IFB by the procurement committee.
- 7.10 The Financial Bid / Proposal shall remain sealed and will be opened in the presence of the representatives of the bidders that have technically qualified after opening of technical bid / proposal at a time, date and venue announced and communicated to the bidders in advance.
- 7.11 From the time the bids are opened to the time the contract is awarded, if any firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in documents. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.
- 7.12 Evaluators of Technical Bids / Proposals shall have no access to the Financial Bids / Proposals until the technical evaluation, is concluded.
- 7.13 Once the bids / proposals are received and opened, Agency shall not be required nor permitted to change the substance, the key staff and so forth.
- 7.14 The process of bid / proposal evaluation shall be confidential.
- 7.15 The financial bid / proposal should be in PKR comprising fees only.**
- 7.16 Bidders are requested to submit below mentioned number of copies clearly marked "ORIGINAL" or "COPY" for each technical and financial offer.
Technical Proposals: Original + One Copy Financial Proposals: Original + One Copy
Bidders are reminded to clearly mark technical and financial offer in separate envelopes. Interested Advertising Agency(s) with international affiliation should submit their proposals, clearly indicating '***Bid / Proposal for the Hiring of Advertising Agency***' **on or before 11:00 Hrs. 26 March, 2021** to the following address:
Director Procurement, Dow University of Health Sciences Karachi
Procurement Directorate, Suparco Road, Off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi
Phone No. 92-21-99261497. ---- Email: director.procurement@duhs.edu.pk
- 7.17 Proposals received after bid closing time and date, or submitted otherwise than indicated in this shall not be considered.

8. Cost of Bidding

- 8.1 The bidder shall bear all costs associated with the preparation and submission of its documents, while DUHS, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

9. Clarifications Of Bidding Documents

- 9.1 A prospective bidder requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of DUHS response will be forwarded to prospective bidders (if not already clarified in the tender document or deemed necessary for the bidders).

10. Amendment of Tender Document

- 10.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by issuing corrigendum / addendum.
- 10.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the DUHS may at its discretion extend the deadline for submission of bids.
- 10.3 All interested bidders that have purchased the bidding documents will be notified of the corrigendum / addendum in writing, and will be binding on them.

11. Validity of Bids

- 11.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

12. Bid Security / Performance Guarantee

- 12.1 The Bidder shall enclose the Bid Security not less than 2% of the total bid in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 12.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 12.3 The Successful bidder shall submit the Performance Security / Guarantee not less than 5% of the total contract value in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract.
- 12.4 The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation; the successful bidder shall submit the balance amount on account of Performance Guarantee.
- 12.5 The Performance Security / Guarantee of the Advertising Agency / Company shall be forfeited, in case of Advertising Agency / Company fails to provide the satisfactory services.
- 12.6 The Performance Security / Guarantee shall be returned after expiry of contract or completion of the contractual obligations.

13. Announcement of Bid Evaluation Report

- 13.1 The Bid Evaluation Report shall be announced and shall be hoisted on websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

14. Award of Contract:

- 14.1 The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step.
- 14.2 In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.
- 14.3 DUHS reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

15. Signing of Contract and Contract Period

- 15.1 In case of award, the Advertising Agency / Company shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Advertising Agency / Company.
- 15.2 Initially contract shall be signed for a period of one year (12 months), with effect from the date of signing of contract. However, DUHS at its own discretion can extend the period of contract for a further period of four (04) years.

16. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

- 16.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

17. Procuring Agency's Right to Vary Quantities

- 17.1 The Procuring agency reserves the right to increase or decrease the quantity of goods and services originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ (Annexure-A) without any change in unit price or other terms and conditions during the contract period.

18. Alternative Bids

- 18.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

19. Notification of Award

- 19.1 Prior to expiration of the bid validity period or extended bid validity period, the Procuring agency will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by e-mail. The notification of award will constitute the formation of the contract.

20. Contract Agreement

- 20.1 Subject to the fulfillment of all codal formalities, the Procuring agency will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. DUHS and Bidder will sign the Contract Agreement on the stamp paper.
- 20.2 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the service provider. The bidder shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay

the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.

- 20.3 The bidder shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.
- 20.4 Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

21. Cancelation of Contract

- 21.1 If the successful bidder fails to deliver the satisfactory services or goods, the DUHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The DUHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

22. Termination for Default

- 22.1 DUHS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:
- (a) if the contractor fails to deliver any or all of the services or goods within the period(s) specified in the Contract, or within any extension thereof granted by the DUHS; or
 - (b) if the contractor fails to perform any other obligation(s) under the Contract.
 - (c) if the contractor, in the judgment of the DUHS 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 Borrower, 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 Borrower of the benefits of free and open competition.

23. Force Majeure

- 23.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination 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.
- 23.2 For purposes of this clause, “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 DUHS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3 If a Force Majeure situation arises, the contractor shall promptly notify the DUHS in writing of such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination For Insolvency

24.1 DUHS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

25. Termination for Convenience

25.1 The DUHS, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DUHS's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

26. Resolution Of Disputes

26.1 In the case of a dispute between the DUHS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

27. Governing Language

27.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

28. Applicable Law

28.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

TECHNICAL PROPOSAL SUBMISSION FORM
(On Bidder's / Company's / firm's Letterhead)

[Location, Date]

To (Name and address of Client / DUHS)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your IFB / NIT / Tender Document No. (insert number) dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. (insert numbers & Date of individual Addendum / Corrigendum) , the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the specified delivery schedule. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the 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. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

FINANCIAL PROPOSAL SUBMISSION FORM
(On Bidder's / Company's / firm's Letterhead)

[Location, Date]

To (Name and address of Client / Competent Authority (DUHS))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **_____ (insert number) _____** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)** excluding taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

Financial Proposal

Format for Quoting the Rates / Schedule of Requirements / BoQ

THE FINANCIAL BID / PROPOSAL SHOULD BE IN PKR COMPRISING FEES ONLY

Bidder submit financial bid for at two campaigns pre-Ramadan and Ramadan, duration totaling two months' breakdown of their fee in respect of task mentioned below. Agencies are required to create and share a 360-degree concept for each campaign.

Services Required		Amount in PKR Without Taxes
Strategic Campaign Planning & Creative Design		
A	TVC Concept for the awareness campaign of DUHS	
B	TVC Concept for the Ramadan Zakat awareness	
C	Key Visual Conceptualization and designing of the Awareness campaign	
D	Key Visual Conceptualization and designing of the Zakat campaign	
E	Planning and Development 360 degree of campaigns specified in point 1 & 2	
F	Documentary duration 15 minutes introducing DUHS	
Content Development & Production		
A	Casting and production of TVC Concept for the awareness campaign of DUHS duration 60 seconds. The TVC is to be shot on Alexa with at least 4K quality and a professional director.	
B	Casting and production of TVC Concept for the Ramadan Zakat awareness duration 60 seconds. The TVC is to be shot on Alexa with at least 4K quality and a professional director.	
C	Casting and production of Documentary duration 10 min introducing DUHS. The TVC is to be shot on Alexa with at least 4K quality and a professional director.	
Media Planning, Buying & Release		
A	Community management for the complete fiscal year	
B	Digital Media plan for the campaigns specified under Conceptualizing and Creative Designing	
C	Special events promotion	
D	Website and related recurring marketing and branding activities	
E	Social Media Management	
Media Planning & Buying		
A	TV spots frequency would be 3,000 spots Pre-Ramadan and duration Ramadan combined.	
B	Radio media plan for Karachi and Sindh with total number of	

Services Required		Amount in PKR Without Taxes
	spots during Pre-Ramadan and Ramadan would be 5,000 spots.	
Printing Material		
A	50 Panaflex (size: 10/10) (mention quality detail)	
B	50 Billboard (size:10/10) (mention quality detail)	
C	10 Wall Printing (size 10/10) (mention quality detail)	
FIRST YEAR (12 MONTH) TOTAL AMOUNT WITHOUT TAXES		

Subsequent Year's Price increase of offered Services / Goods in terms of percentage	
Second Year	_____ % (percent) escalation in first year price
Third Year	_____ % (percent) escalation in first year price
Fourth Year	_____ % (percent) escalation in first year price
Fifth Year	_____ % (percent) escalation in first year price

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

**INTEGRITY PACK
(AFFIDAVIT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier/Contractor/Consultant] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** 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 PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]