



SINDH ENTERPRISE DEVELOPMENT FUND (SEDF)

HIRING OF CREATIVE / MEDIA AGENCY FOR SINDH ENTERPRISE DEVELOPMENT FUND (SEDF) ON RETAINERSHIP BASIS

NOTICE FOR HIRING OF CREATIVE / MEDIA AGENCY FOR SINDH ENTERPRISE DEVELOPMENT FUND (SEDF) ON RETAINERSHIP BASIS

Sindh Enterprise Development Fund (SEDF), invites sealed bids from Creative/Media Agency/ Agencies registered with relevant tax authorities, addressed to the Secretary Committee under SPPRA Rules 2010 (amended) from the interested **Creative/Media Agency/ Agencies** for providing creative, design, and brand development services to SEDF on retainer ship basis for ONE (1) year.

2. Tender documents containing detailed evaluation criteria, TORS and Services can be obtained from **25th NOVEMBER 2024 to 16th December 2024 at 12:00 PM** from the office of the undersigned against the written request clearly mentioning the task with a Pay Order / Demand Draft of Tender documents Cost amounting to **Rs. 5,000/-**, (non-refundable), in favor of "**SINDH ENTERPRISE DEVELOPMENT FUND**".

3. Method of Procurement: Single Stage-Two Envelope Procedure would be used for Open Competitive bidding. The tender document must be submitted in a sealed envelope clearly marked with "Tender for Creative/Media Agency" with Technical and Financial proposals in separate sealed envelopes clearly marked as "Financial Proposal" and "Technical Proposal" in bold and legible letters to avoid any confusion. One envelope shall contain the financial bid, whereas the other envelope shall contain a technical proposal containing technical details, a company profile a, list of similar projects handled, and other information required as per the evaluation criteria.

4. Financial proposals should accompany **two and half percent (2.5%)** earnest money/bid security (refundable) of the total bid amount value in the form of a Pay Order/Bank Draft/Bank Guarantee issued by a Scheduled Bank in Pakistan valid for a period of 90 Days beyond Bid Validity Date, in favor of "**Sindh Enterprise Development Fund**".

5. Sealed envelopes of financial proposals will be opened only of those companies, which will be short-listed in technical proposal/technically qualified bidders.

6. Last Date & Time for Bid Submission: Sealed tender documents must be submitted at the latest by **12:00 pm on 16th December 2024** in the office of the undersigned.

7. Bid Opening Date & Time: **16th December 2024 at 12:30 PM** by the committee members in the presence of representatives of the participating firms. The financial bid opening date shall be communicated to the technically qualified Creative/Media Agency later.

8. Any wrong information provided by the firms/companies/agencies shall lead to the disqualification of the firm from competing in the project(s) at any stage.

9. The Procuring Agency may reject any bid subject to the relevant provision of SPPRA rules 2010 and may cancel the bidding process at any time prior to acceptance of the bid or proposal as per rule 25(1) said rules.

10. Other Conditions:

- (a) Under the following conditions bid will be rejected:
- (i) Conditional and telegraphic bids/tenders.
 - (ii) Bids not accompanied by bid security of required amount and form.
 - (iii) Bids received after the specified date and time.
 - (iv) Blacklisted firms.
- (b) Bidders must submit an affidavit mentioning that the agency/firm has never been blacklisted.

Manager Procurement

Sindh Enterprise Development Fund
1st Floor, Block B, FTC Building, Shahrah-e-faisal, Karachi
Tel: 021 99221584 - 88
Email: info@sedf.gos.pk
URL: <https://www.sedf.gos.pk>

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PART 1 - Bidding Procedures

Section I. Instructions to Bidders

Preparation for Bids

1.	Scope	1.1	Sindh Enterprise Development Fund (SEDF), requires services of creative media agency for a period of one year on retainership basis and invites sealed bids from CREATIVE / MEDIA Agency / Firm(s), addressed to the Secretary Committee (SEDF), through National Competitive Bidding Single Stage-Two Envelope Method as per SPPRA Rules, 2010 (Amended).
2.	Language of Bid	2.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
3.	Source of Funds	3.1	The Procuring Agency (as given in the Bid Data Sheet) has arranged funds from its own sources towards the cost of procuring a CREATIVE / MEDIA agency (as given in the Bid Data Sheet) and it is intended that part of the proceeds of these funds will be applied to eligible payments under the contract (as given in the Bid Data Sheet) for which these bidding documents are issued.
		3.2	Payment from the Funds will be made only at the orders of the Procuring Agency and shall be subject in all respect to the terms and conditions of the agreement No party other than the Procuring Agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
4.	Eligible Creative Agencies Firms	4.1	This Invitation for Bids is open to all firms providing creative advertising related services in Pakistan.
		4.2	CREATIVE / MEDIA agency shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with sub clause 29.1
5.	Cost of Bidding	5.1	The Creative/Media Agency shall bear all costs associated with the preparation and submission of its bid. and the Procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.	Documents Comprising the Bid	6.1	<p>The bid prepared by the CREATIVE / MEDIA agency shall comprise the following components.</p> <p>(a) <i>A Technical Proposal</i> Comprising of Cover letter, Company Profile, exhibits of work experience & Financial Strength, and a proposal on work plan based on the Schedule of Requirements/ TORs. The Creative/Media agency should take into consideration the parameters listed in Technical Evaluation Criteria for submission of Technical Proposal in the Data Sheet and its Annexure.</p> <p>(b) <i>A Financial Bid</i> A Bid Form and a Price Schedule completed in accordance with ITB Clause 7, 8 and 9.</p> <p>Bid security is to be furnished in accordance with ITB Clause 12.</p>
7	Bid Prices	7.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
		7.2	The prices shall be quoted on delivery to the consignee's end inclusive of all federal & provincial taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate claim/payment shall be made of the incidental services.
		7.3	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
		7.4	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
8.	Bid Form	8.1	The Bidder shall complete the Bid Form, and the appropriate Price Schedule furnished in the bidding documents, indicating the goods/services to be supplied, a brief description of the goods/services, quantity, and prices.
9.	Bid Currencies	9.1	Prices Shall be quoted in Pak Rupees.
10.	Documents Establishing Bidder's Eligibility and	10.1	<p>The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to fulfil the contract if its bid is accepted.</p> <p>a) that, in the case of a Bidder offering to supply</p>

	Qualification		<p>goods/services under the contract which the bidder did not manufacture or otherwise produce or such services that are not available or limited, the bidder has been duly authorized by the good Manufacture or service producer to supply the goods/services in the Islamic Republic of Pakistan.</p> <p>b) that the Bidder has the financial, technical and production capability necessary to perform the contract,</p> <p>c) that the Bidders meets the qualification criteria listed in the Bid Data Sheet.</p>
11.	Documents Establishing Goods'/Services Eligibility and Conformity to Bidding Documents	11.1	<p>The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:</p> <p>a) a detailed description of the essential technical and performance characteristics of the goods/services</p> <p>b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and lor catalogue numbers in its bid, provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>

12.	Bid Security	12.1	<p>The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid.</p> <ul style="list-style-type: none"> a) at the Bidder's option, be in the form of either pay order/demand draft/call deposit or an unconditional bank guarantee from a reputable Scheduled Bank in Pakistan: b) be submitted in its original form: copies Will not be accepted. c) remain valid for a period of 28 days beyond the original validity period of bids, or beyond any extended period of bid validity.
		12.2	<p>Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.</p>
		12.3	<p>The successful Bidder's bid security shall be discharged upon the Bidder signing the contract and furnishing the performance security.</p>
		12.4	<p>The bid security may be forfeited.</p> <ul style="list-style-type: none"> a) if a Bidder withdraws its bid after opening but during the period of bid validity or b) a bidder has been found black-listed by any agency of Federal or Provincial Government c) in the case of a successful Bidder, if the bidder fails: <i>to sign the contract in accordance OR to furnish performance security.</i>

13.	Period of Validity of Bids	13.1	<p>Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.</p> <p>In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security should also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor permitted to modify its bid.</p>
			<p>The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "<u>COPY OF BID</u>" as appropriate. In the event of any discrepancy between them, the original shall govern.</p>
14.	Format and Signing of Bid	14.1	<p>The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialized by the person or persons signing the bid.</p>
		14.2	<p>Any interlineations, erasures, or overwriting shall be valid only if they are initialized by the person or persons signing the bid.</p>

Submission of Bids

15.	Sealing and Marking of Bids	15.1	The Bidder shall seal the original bid in the envelope, duly marking the envelope as "ORIGINAL BID" and "COPY OF BID". The envelope shall then be sealed in an outer envelope. The inner and outer envelope shall be addressed to the Procuring agency at the address given in the Bidding Documents, and carry statement " DO NOT OPEN BEFORE 16th December 2024 at 12:30PM "
		15.2	If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
16.	Deadline for Submission of Bids	16.1	Bids must be received by the Procuring agency at the address specified in Bidding Documents, not later than the time and date specified in Bid Data Sheet.
		16.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.
17.	Late Bids	17.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
18.	Modification and Withdrawal of Bids	18.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
		18.2	No bid may be modified after the deadline for submission of bids.
		18.3	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. The withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

Opening and Evaluation of Bids

19.	Opening of Bids by the Procuring agency	19.1	The Procuring agency shall open all bids in the presence of the bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
		19.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
	Clarification of Bids		During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
	Preliminary Examination		The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
		21.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
		21.3	Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
		21.4	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22.	Evaluation and Comparison of Bids	22.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
		22.2	<p>Bids will be evaluated for the complete scope of the work. The prices will be compared based on the Evaluated Bid Price pursuant to the following:</p> <p><i>a) Technical Evaluation</i> It will examine in detail whether the Services and Products offered by the CREATIVE / MEDIA Agency comply with the Technical Provisions of the Bidding Documents. For this purpose, the CREATIVE / MEDIA Agency Firm's data submitted in the Technical Proposal will be compared with the Schedule of Requirements/ TORs. Proposals which do not conform to the specified requirements will be rejected. During the technical evaluation no amendments in the technical proposal shall be permitted; Minimum passing score is 70. After the evaluation and approval of the technical proposal, the SEDF will publicly open the financial proposals of the technically qualified bids only.</p> <p><i>b) Evaluation of Financial Bid</i> The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective CREATIVE / MEDIA agency.</p> <p>The Procuring agency's evaluation of a bid will be on delivered duties/ taxes paid, and the bid found to be the lowest evaluated bid will be accepted.</p>
		22.3	The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all federal & provincial taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
23	Contacting the procuring agency	23.1	No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

		23.2	Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid
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Award of Contract

24.	Post Qualification	24.1	In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
		24.2	The determination will consider the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11 as well as such other information as the Procuring agency deems necessary and appropriate.
			The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
26.	Procuring agency's Right to Accept any Bid and to Reject any or All Bids	26.1	Subject to relevant provisions of SPP Rules 2010 (Amended 2013), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
		26.2	Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), the Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
27.	Notification of Award	27.1	Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing that its bid has been accepted.

		27.2	Upon successful Bidder's signing of the contract with SEDF, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
28.	Signing of Contract	28.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
		28.2	Within fourteen (14) days, or any other period specified in bidding documents, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and it to the Procuring agency.
29.	Corrupt or Fraudulent Practices	29.1	<p>The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:</p> <p>a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below, "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>ii. "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</p> <p>iii. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of</p> <p>b) anything of value to influence the acts of another party for wrongful gain; iv. "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts</p>

		<p>to mislead, a party to obtain a financial or other benefit or to avoid an obligation.</p> <p>c) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge</p> <p>of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.</p>
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SECTION II. Bid Data Sheet

<p>The following specific data for "Hiring of Creative/Media Agency for SINDH ENTERPRISE DEVELOPMENT FUND (SEDF)" to be procured shall complement, supplement, or amend the provisions in the Instructions to CREATIVE / MEDIA Agency (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.</p>	
<p>Introduction</p>	
ITB 1	<p>Name of Procuring Agency: SINDH ENTERPRISE DEVELOPMENT FUND Telephone No. 021 99225184 - 88 Email: info@sedf.gos.pk</p>
ITB 2	<p>Name of Contract. Hiring of Creative/Media Agency for SINDH ENTERPRISE DEVELOPMENT FUND - KARACHI</p>
<p>Bid Price and Currency</p>	
ITB 3	<p>Prices quoted by the Bidder shall be "Fixed" and in Pak Rupees" The Price quoted shall be inclusive of all costs, duties and federal & provincial taxes related to delivery of services and materials/ products as defined in the TORs/ Technical Specification and Financial Bid</p>
<p>Preparation and Submission of Bids</p>	

ITB 4	<p>Selection Criteria/Responsiveness Criteria</p> <ol style="list-style-type: none"> 1. The bidder team must have done at substantial experience of working as reputed creative media agency within Pakistan and/or abroad. 2. The Bidder should not have been barred by any of Provincial or Federal Govt. Dept., Agency, Organization or autonomous body or Private sector organization anywhere in Pakistan. (Submission of undertaking on 100/- legal stamp paper). 3. The bidder must have turnover/sales/revenue exceeding (20 million) in PKR annually in the last two years. 4. Latest Income Tax Certificate (NTN), valid GST Registration Certificate and Sindh Revenue Board (wherever applicable) 5. The bidder must have a local presence in Karachi. 6. Tender Document duly signed and stamped each page by the bidder must be attached. 7. Specifications of quoted items/services along with rates on the Letter Head of the bidder along with official stamp 8. Bid Security in the shape of Pay Order/Demand Draw Call Deposit/Bank Guarantee 9. Covering Letter of firm with technical proposal. <p>Note: Bidder must provide necessary supporting documents as proof in respect of the selection criteria mentioned above</p> <p>Schedule of Requirements / Terms of Reference</p> <ol style="list-style-type: none"> 1. The selection procedure will be based only on the technical evaluation of the Creative / Media Agency without any financial Implication on SEDF. 2. Contract Agreement with the CREATIVE / MEDIA Agency will be for a period of one year. Terms and conditions and rates may vary after completion of 1 year. The advertising rate fee for the 1-year contract with the CREATIVE / MEDIA Agency will be on discretion of SEDF. 3. The hired Creative/Media Agency will depute their one representative to be based on and off at SEDF for proper coordination of the mentioned activities
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	<p>Scope of Work</p>
	<p>The CREATIVE / MEDIA Agency selected / impaneled shall provide the following services on a regular basis as required by SEDF as and when required:</p> <ol style="list-style-type: none"> 1. Develop at least 4 distinct options for the brand identity, each accompanied by a brand identity brief including: <ul style="list-style-type: none"> • Brand logo • Tagline • Outline of the conceptual process to develop the brand identity and how/why it conveys the value proposition and principles highlighted in the SEDF aims, vision and mission. 2. To conduct interviews with key stakeholders selected by SEDF, to receive feedback on the brand identity options created - the stakeholders selected by SEDF can be either internal (i.e. department of Government of Sindh, SEDF Board Members) or from the industry (i.e. SMEs, banks, or other financial institutions etc.) 3. To develop advertising strategies for enhancing the corporate image of SEDF. 4. To provide media plans at electronic and print media. 5. To develop concepts/designing of artworks/production ideas of videos, TV Channels (TVCs), radio ads and TV, telephones 6. To develop concepts/designing of artworks of TV commercials, and Audio (voiceover) for Radio and various campaigns. 7. To place SEDF advertisements on print and electronic media. 8. To suggest and execute new ideas to enhance visibility. 9. To develop the BTL marketing strategy and placement plan for SEDF for international investors. 10. To provide services of concept development & designing of artwork. 11. To develop ideas for effective marketing and branding of SEDF. 12. To develop concepts/designing of artworks for branding our existing and new products via designing attractive campaigns, including but not limited to banners, SEDF Booklet, standees, backdrops, diaries, annual calendars, Eid –

	<p>New Year – Ramadhan – Pakistan Day Occasions cards, branded souvenirs/giveaways, and other branding and marketing material, as and when required, across SEDF network, tender notices, expression of interest (EOI), notices of hiring/job opportunity ads, and procuring goods, office equipment, supplies, spaces, etc. and other office procurements.</p> <p>13. To arrange and facilitate designing and printing of material with artwork that will include SEDF Annual Reports and Performance Report/Booklet.</p> <p>14. To maintain and manage PR campaigns of the Department.</p> <p>15. Any other assignments related to ATL and BTL mediums.</p> <p>16. Setting up and management of all social media such as Meta (Facebook), X, YouTube, Instagram, LinkedIn etc., for SEDF</p> <ul style="list-style-type: none"> • Five posts per week on each Social Platform, • five short animations/reels posts per month, • Creating content, engagement as well as ongoing management of these platforms. • Supervising digital media management (buying & planning), in all cases as commissioned by Client in writing and as necessary, <p>17. Social Media Strategy – campaigns / events / communication</p> <p>18. Pod Cast (When SEDF Require)</p> <p>19. Creative design and Captions</p> <p>20. Spam Protection • Respond to comments • Page Monitoring & Reporting per campaign</p> <p>21. Crises Management</p> <p>22. Design and prepare animation and introductory video for SEDF details of which shall be shared with the selected CREATIVE / MEDIA agency once on board.</p>
ITB 5	Amount of bid security 2.5% of Total Bid Amount
ITB 6	Bid validity period. 90 days
ITB 6.1	<p>Bid validity Clarification may be requested not later than 05 days before the submission date.</p> <p>For Clarification of bid purposes only, the Purchaser's address is: Attention: Secretary Committee Address: SINDH ENTERPRISE DEVELOPMENT FUND Block B, 1st Floor Shahrah-e-Faisal FTC Building Karachi Sindh Pakistan.</p>
	Number of copies. One original and One Copy.
ITB 8	Deadline for bid submission. 16th DECEMBER 2024 at 12:00PM
ITB 9	Bid Evaluation: Technical viability

Section- III Technical Evaluation & Qualification Criteria

Creative/Media Agency must submit documentary proof of details mentioned in the technical evaluation criteria.

Evaluation of Technical Proposals

During the technical evaluation no amendments in the proposals should be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP documents. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 70 out of 100 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than **70% marks out of 100** in Technical Evaluation the financial Proposal envelopes shall remain un-opened and will be returned to the Bidders.

An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

Qualification Criteria

TECHNICAL EVALUATION OF APPLICANTS FOR THE HIRING OF CREATIVE / MEDIA AGENCY FOR SINDH ENTERPRISE DEVELOPMENT FUND (SEDF) on retainership basis

(TOTAL POINTS - 100)
(To qualify Minimum 70 Points)

Company Profile			Relevant Experience			Methodology and Work Plan	Financial Capability
(20 Marks)			(40 Marks)			(20 Marks)	(20 Marks)
Years of Experience	Clientele (with reference letter)	Established Office in Karachi	Creative projects handled which include brand development, designing, portfolio development, content writing, animation	Experience of Workforce earmarked for SEDF (Team Management and Staff Qualifications)	Proof of Social Media Management handling of clients	Proposed execution / work plan for creative work for SEDF and completion of tasks/or device strategy or calendar mentioned in the TORs	Last 2 years Turnover (Revenue) PKR 20 Million
10	5	5	15	10	15	20	20

≤ 5 years

05
Marks

Years of Experience	5 to 10 years	07 Marks
	> 10 years	10 Marks
Clientele	1 to 5 clients	03 Marks
	> 5 clients	05 Marks
Established office in Karachi	No	00 Marks
	Yes	05 Marks
Creative projects handled/ Related projects handled so far which includes, brand development, designing, portfolio development, social media management, video making, animation	1 to 2 Projects/Clientele	05 Marks
	3 to 5 Projects/Clientele	10 Marks
	More than 5 Projects/Clientele	15 Marks
Experience of workforce earmarked for SEDF (Team Management and Staff qualifications) <ul style="list-style-type: none"> ○ Content writing and Social Media Management ○ Graphic designing ○ Communication Specialist ○ PR personals ○ Direction and Photography ○ Animation 	1 – 4 Years	05 Marks
	More than 5 Years	10 Marks
Proof of Social Media Management handling of clients	1 – 4 clients	05 Marks
	≥ 5 clients	15 Marks
Proposed execution / work plan for creative work for SEDF and completion of tasks/or device strategy or make calendar plan for activities mentioned in the TORs	Plan Not Provided	00 Marks
	Plan Provided	20 Marks
The last 2 years Turnover (Revenue) 20 million	< 20 million	00 Marks
	≥ 20 million	20 Marks

PROPOPOSAL	WEIGHT
Technical	70%
Financial	30%
TOTAL	100%

Financial Proposals & Evaluation

After the evaluation and approval of technical proposal, the Company shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered nonresponsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time, and location for opening the Financial Proposals, within the bid validity period. The Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow the interested bidder sufficient time to make arrangements for attending the financial opening.

Before opening of financial bid, technical score of qualified bidders shall be read aloud during financial bid opening session.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given to the Highest Obtaining marks in Technical & lowest Bidding cost:

The financial Scoring will be as follows:

1st Lowest Bid will receive 30 marks

2nd Lowest Bid will receive 20 marks

3rd Lowest Bid will receive 10 marks

Section IV- Bidding Forms Table of Forms

Bidder Information Form.....

Bid Submission Form.....

APPENDIX "A" TO THE FORM OF TENDER.....

APPENDIX "B" TO THE FORM OF TENDER

APPENDIX "C" TO THE FORM OF TENDER PRICE SCHEDULE FORM

FORM OF CONTRACT AGREEMENT

INTEGRITY PACT

AFFIDAVIT 1 DECLARATION

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: 2024

ICBNo: _____

Page _____ of _____ pages

1. Bidder's Legal Name:
2. In case of JV, legal name of each party: [insert legal name of each party in JV:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm or NTN in case of Proprietorship named in I, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Subclause 4.1.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to format shall be permitted, and no substitutions shall be accepted.)

Date: _____

Invitation for Bid No.:

To

Manager Procurement

Sindh Enterprise Development Fund

1st Floor, Block B, Shahrah-e-Faisal, FTC Building **Karachi**

Subject: **EXPRESSION OF INTEREST FOR “HIRING OF CREATIVE/MEDIA AGENCY FOR SINDH ENTERPRISE DEVELOPMENT FUND (SEDF)” FOR A PERIOD OF 1 YEAR ON RETAINERSHIP BASIS**

Dear Sir,

Having inspected and examined all Tender Documents including the Instructions to Tenderers, General Conditions of Contract and Scope of work, we the undersigned offer to provide CREATIVE / MEDIA Agency services, in conformity with the Tender Documents including Instructions to Tender, General Conditions of Contract and Scope of work for the total sums as specified in Appendix "B" (Fee payable to Contractor) as agreed upon under the Contract or such other sums as may be ascertained in accordance with the said Conditions of Contract.

We accept the above Tender Documents as valid and binding, including those parts not countersigned in full by us.

We confirm that we have satisfied ourselves about the work to be carried out, Services to be provided to SEDF by us as an Ad Agency, Climate, Traffic, and all other conditions which influence or may influence the works, and that we do not require any clarification and additional information thereto and that we cannot raise any claim for not knowing them.

We undertake to conduct such alterations, additions, or curtailments of the works as may from time to time be determined and ordered in writing, by the PROCURING AGENCY in accordance with the Contract.

The rates and prices which we have quoted, and all information and data attached with our Tender are complete and without any hidden technical or financial reservations or implications. They have been duly checked and are correct in every aspect.

The rates and prices entered in the Tender (Schedule Of services, manpower and prices) are firm and are inclusive of all cost of manpower, labor, equipment, custom duties, sales tax. surcharges, local & federal taxes, insurances, port & octroi charges, royalties, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of services.

We undertake, if our Tender is accepted, to sign the Agreement of Contract within fourteen (14) Calendar days of the issue of the Letter of Award.

If our Tender IS accepted, we will furnish a Performance Bond from a Scheduled Bank approved by the procuring agency for amount.

We agree to pay all costs towards the preparation of the Agreement of Contract. We understand that you are not bound to accept the lowest or any bid you may receive.

We further agree to abide by this Tender for a period of (90) Ninety Calendar days from the date of opening of the Tender and it shall remain binding upon us for this period.

Unless and until a formal Agreement is prepared and signed, the Tender Documents together with your written acceptance thereof shall constitute of binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signed. _____

[insert signature of person whose name and capacity are shown]

In the capacity of _____

[insert legal capacity of person signing the Bid Submission Form]

Name:

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder] _____

Dated on day of insert date of signing. _____

Appendix "A" To the Form of Tender

(To be completed by the Tenderer)

Subject

- | | |
|---|--|
| 1. Amount of Earnest Money/Bid Security in the form of Call Deposit/Pay Order/Demand Draft/Bank Guarantee. | 2.5% Bid Security of the total bid amount price in favor of SINDH ENTERPRISE DEVELOPMENT FUND (SEDF) |
| 2. Surety for Bid Security (state the name and address of the proposed Scheduled Bank from whom Bid Security Pay Order will be obtained). | Name: _____
Address: _____
_____ |
| 3. Insurance | Name: _____ |
| 4. Venue of Arbitration | Address: _____ |
| 5. Bidder's Address for Serving of Notices | _____ |
| 6. PROCURING AGENCY PROCURING AGENCY'S Address of Serving of Notices | Manager Administration
SINDH ENTERPRISE DEVELOPMENT FUND
1 st Floor, Block B, Shahrah-e-faisal, FTC Building
<u>Karachi.</u> |

(Signature & Stamp of Tenderer)

Financial Bid Documents

Appendix "B" To the Form of Tender / BOQs

S#	Description	Scope of Work	Amount
1	Designing Brochures, Content Writing Development of the strategic framework and messaging plan for Social and Digital Media & Content Development		
2	05 posts per week		
3	05 Short animations/reels posts per month		
4	Setting up and management of Total social media such as Facebook, X, YouTube, Instagram, LinkedIn etc.		
5	Creating content, engagement as well as ongoing management of these platforms.		
6	Planning and preparing		
7	Supervising digital media management (buying & planning), in all cases as commissioned by Client in writing and as necessary		
8	Backdrop/Hoarding designing (when and if required),		
9	designing Banners for social media (when and if required),		
10	Design of Financial Annual Reports for SEDF		
11	Booklets for SEDF, as per the requirement of SEDF		
12	Performance Report (designing, creativity and content writing)		
13	Calendar design (designing, creativity and content writing)		
14	SM Strategy – campaigns / events / communication		

15	Creative design and Captions		
16	Spam Protection		
17	Respond to comments		
18	Page Monitoring & Reporting per campaign		
19	Crises Management		
20	OOH / Banner creatives (when required by SEDF)		
21	On ground Video Content Services – 05 times (team will be covering video content 05 times per month as inclusive in the retainer, this could be testimonials, event coverage etc.).		
22	Design and creative content for SEDF website		
23	Professional/ Creative Fee - (for the entire project monthly/annually)		
	Total Amount inclusive of all applicable Taxes Duties & Charges		

Signature & Stamp of CREATIVE / MEDIA Agency_____

Note: The quantities may be adjusted by up to 15.00% upon contract signing. This adjustment applies to the total annual amount, calculated over a 12-month period from the contract signing date, and will be distributed into 12 monthly retainership fee payments.

If the financial bids of one or more bidders are the same, then the successful bidder will be the one who has acquired maximum marks in the technical evaluation.

Appendix-C

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Services and Related Services specified by the Purchaser in the Schedule of Requirements

See above attached **Appendix "B."**

Section V. (A) General Conditions of Contract

<p>1. Definitions</p>	<p>a) "Applicable laws" means the regulations and laws of the Islamic Republic of Pakistan.</p> <p>b) "SEDF" means Sindh Enterprise Development Fund (SEDF).</p> <p>c) "Creative / Media Agency / Firm" means the bidder whose offer has been accepted by the PROCURING AGENCY and who has been awarded the work of acting as a Creative / Media Agency / Marketing Agency / Firm for SEDF.</p> <p>d) "Effective date" means the date of signing of this Agreement.</p> <p>e) "Personnel" means the persons assigned by the Creative / Media Agency / Firm for the purpose of discharging the responsibilities and providing services to SEDF under this Agreement.</p> <p>f) "Services" means the tasks and responsibilities which the Creative / Media Agency / Firm shall be assigned and discharge under this Agreement.</p> <p>g) "PROCURING AGENCY'S REPRESENTATIVE" means a person designated by SEDF to act on behalf of the PROCURING AGENCY in all matters arising out of the contract.</p> <p>h) "CONTRACT" means the Contractual Agreement between the PROCURING AGENCY and the CONTRACTOR for execution of Hiring of a Creative / Media Agency / Firm for SEDF.</p> <p>i) "CONTRACT PRICE" means the total price of all material, equipment, manpower, supervision, and services and all costs in connection with the fulfillment of all conditions and performances under the CONTRACT.</p>
<p>2. CONTRACT COMPONENT AND ALL INCLUSIVENESS:</p>	<ul style="list-style-type: none"> • This Agreement supersedes any previous understanding, arrangements, agreements, verbal or otherwise, between the above two parties. • The Agreement shall become effective upon signing and shall remain valid until both parties have fulfilled their obligations and the tasks are completed. • Within fourteen (14) days after the issue of the Letter of Award, the Contractor is required to sign the Agreement in the prescribed format, with agreed modifications.
<p>3. RULING DATES AND VALIDITY/DURATION:</p>	<ul style="list-style-type: none"> • The commencement date of work will be determined by the PROCURING AGENCY'S REPRESENTATIVE, considering the actual date of commencement of services by the CONTRACTOR as defined in the scope of work.

<p>4. AGREEMENT OF CONTRACT</p>	<p>The PROCURING AGENCY'S REPRESENTATIVE may issue binding directives to:</p> <ul style="list-style-type: none"> • Increase or decrease the quantity of work/services included in the CONTRACT. • Omit any such work/services. • Change the character, quality, or kind of any such work/services. • Execute additional work/services ancillary to the works/services. <p>Rates/prices for any changes in scope shall be derived from the schedule of manpower, services, and prices agreed upon by CONTRACTOR and agreed by the PROCURING AGENCY.</p>
<p>5. COMMENCEMENT OF WORK</p>	<p>Unless otherwise stated, work shall commence as per directives issued by the PROCURING AGENCY'S REPRESENTATIVE</p>
<p>6. ALTERATIONS. ADDITIONS AND OMISSIONS</p>	<p>The CONTRACTOR shall make arrangements for all manpower/staff and conform to applicable laws and regulations, including those enacted after the contract date.</p> <ul style="list-style-type: none"> • The Service provider is required to transport the required services to a specified place of final destination within the purchaser's place define as project site or as required by the procuring agency (SEDF) and all the related cost shall be included in the Contract price
<p>7. LABOUR AND RELATED CONDITIONS</p>	<p>The CONTRACTOR shall make his own arrangements for the engagement of all manpower / staff. The CONTRACTOR shall at all times during the continuation of the CONTRACT conform in all respects with any carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulation or orders of any Government (Central. Provincial or Local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or coming into force after the date of the CONTRACTORS offer.</p>
<p>8. PROTECTION EXISTING OF INSTALLATIONS</p>	<ul style="list-style-type: none"> • The CONTRACTOR shall protect existing installations, including buildings, equipment, and fixtures, from any damage caused by their staff. • The CONTRACTOR is liable to pay for damages caused by neglect.
<p>9. SETTLEMENT OF DISPUTES AND DIFFERENCES</p>	<ul style="list-style-type: none"> • Disputes shall be referred to arbitration under the Arbitration Act 1940. • Parties will appoint a single arbitrator or two arbitrators

	<p>(one from each party), who will appoint an umpire.</p> <ul style="list-style-type: none"> • Arbitration is a condition precedent to any legal action. The venue for arbitration shall be Karachi.
10. TERMINATION OF THE CONTRACTOR	<p>THE PROCURING AGENCY shall have the right to terminate this Agreement wholly or partly by giving a Mitten notice of 90 days without assigning any reason thereof.</p>
11. NOTICES	<p>Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the tender documents. The term •in Writing• means communicated in Written form with proof of receipt</p> <p>A notice shall be effective when delivered or on the notice's effective date. whichever is later.</p>
12. CONTRACT PRICE	<ul style="list-style-type: none"> • Prices charged for services under the Contract shall not vary from those quoted in the submitted bidding documents. • The submitted quoted price will be inclusive all applicable taxes
13. PERFORMANCE SECURITY	<ul style="list-style-type: none"> • Performance Security shall be none as this will be on a retainership basis and an ongoing task/process.
14. Supervision or Surveillance	<ul style="list-style-type: none"> • Representative of Procuring Agency or his nominee shall inspect the procured goods/ Services and ensure that it meets the requirements and needs.

Section V. (B) Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The Purchaser's city / country is Karachi - Pakistan
The Purchaser is: SINDH ENTERPRISE DEVELOPMENT FUND (SEDF)
The Project Site(s) / Destination(s) is / are: Office of SINDH ENTERPRISE DEVELOPMENT FUND (SEDF), Karachi
The contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh
The scope is included as specified in Section II. The term of Contract would be for HIRING OF THE CREATIVE / MEDIA AGENCY FOR SINDH ENTERPRISE DEVELOPMENT FUND (SEDF) only unless a written notice to terminate is given 90 days prior to termination of contract.
The language shall be English

GCC-09	<p>The rules of procedure for arbitration proceedings pursuant to GCC-09 shall be as follows.</p> <p>The rules of procedure for arbitration proceedings are.</p> <p>All questions and disputes between the parties to the contract other than those in which the decision certificate and / or opinion of any person is expressed by the contract to be final and conclusive, shall be referred to the arbitration and final decision of a single arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the arbitration of two arbitrators one to be appointed by each party which arbitrators shall before taking upon themselves the burden of reference appoint an umpire.</p> <p>The arbitrator, the arbitrators, or umpire shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice save in regard to the accepted matters referred to in the contracts, and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid, and his / their award shall be final, conclusive and binding on the parties.</p> <p>The provisions of the Arbitration Act 1940 and any statutory modification thereof and rules framed there under shall be deemed to apply to and be incorporated in this contract.</p> <p>Upon every or any such reference the cost of and incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators or the umpire, who may determine the amount thereof, or direct the same to be taxed as between attorneys and client or as between party and parties and shall direct by whom and to whom and in what manner the same shall be borne and paid.</p> <p>Reference to the PROCURING AGENCY for arbitration shall be made in writing by the CONTRACTOR specifying distinctly and clearly all such questions and disputes not later than three months after the occurrence of such questions and disputes. Failure to make such a reference shall be deemed that the CONTRACTOR has waived all claims in respect of such questions and disputes. The parties shall appoint the arbitrator / arbitrators within two months of such reference being made.</p> <p>The PROCURING AGENCY and the CONTRACTOR hereby also agree that arbitration under this clause shall be condition precedent to any other action at Law, the venue of arbitration and any other action shall be Karachi.</p>
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GCC-11	<p>For <u>notices</u>, the PROCURING AGENCY's address shall be: Attention. Manager Procurement SINDH ENTERPRISE DEVELOPMENT FUND 1st Floor, Block B, Shahrah-e-Faisal, FTC Building Karachi</p>
GCC-12	<p>The prices charged for the Services supplied and the related Services performed shall not be adjustable. The method and conditions of payment to be made to the Service Provider (CONTRACTOR) under this Contract shall be as follows:</p> <ul style="list-style-type: none"> • Interim Payments of Invoices/Bills of verified successful completion/execution of tasks as assigned by SEDF as per BOQ rates.
GCC 13	<ul style="list-style-type: none"> • Performance Security shall be none as this will be on a retainership basis and an ongoing task/process.

PART 2 – Contract

Form of Contract Agreement

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made the

_____ day of 2024 between Sindh Enterprise Development Fund (hereafter

called the _____ 'PROCURING AGENCY') of the one part and M/S'.

_____ (hereafter called the 'Contractor) of the other part.

WHEREAS the PROCURING AGENCY is desirous that certain _____ services, viz should be executed by the CREATIVE / MEDIA Agency and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them In the Conditions of Contract hereinafter referred to.
2. The following documents, after incorporating the addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this Agreement, VIZ.
 - The Letter of Acceptance
 - The Tender
 - The Special Conditions of Contract
 - The General Conditions of Contract
 - The Schedule of Prices
 - The Completed Schedules to Tender
 - Technical Specifications
 - The Integrity Pact
 - Affidavit / Declaration
3. In consideration of the payments to be made by SEDF to the CONTRACTOR (CREATIVE / MEDIA Agency) as hereinafter mentioned, the CREATIVE / MEDIA Agency hereby covenants

With SEDF to execute and complete the Service and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. SEDF hereby covenants to pay the Contractor, in consideration of the execution and completion of the Service as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective law.

The Common Seal of _____ was hereinto affixed in the presence of _____ Or Signed, Sealed and Delivered by the said _____ in the presence of _____

Binding Signature of PROCURING AGENCY _____

Binding Signature of Contractor _____

INTEGRITY PACT

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SERVICE PROVIDERS/CONTRACTORS OF SERVICES, SERVICES & WORKS

Contract No. _____ Dated: _____

Contract Value: _____ Contract Title: _____

M/S _____ The Seller/Service Provider/Contractor hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, (the Seller/Service Provider/Contractor 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 GOS, except that which has been expressly declared pursuant hereto.

[The Seller/Service Provider/Contractor 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 GOS and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

[The Seller/Service Provider/Contractor] 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 previously mentioned shall, without prejudice to any other right and remedies available to GOS under any law, contract, or other instrument, be voidable at the option of GOS.

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

Name of Buyer: _____ Signature: _____ (Seal)

Name of Seller/Supplier _____ Signature: _____ (Seal)

(Annex "A")

To be typed on Rs 100/- Stamp Paper

AFFIDAVIT / DECLARATION

(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH BPRD CIRCULAR NO.13, DATED _____, 2024)

I, _____ S/o _____ Proprietor / Authorized / Representative / Partner I Director of M/S _____ having

NTN # _____ holding CNIC # _____ do hereby state on solemn affirmation as under: -

1. That the above-named firm/company has not been adjudged insolvent by any Court of Law.
2. That no execution of decree or order of any Court remains unsatisfied against the Firm/company.
3. That the above-named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.
5. That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____

Dated. _____

DEPONENT

(PROPRIETOR/REPRESENTATIVE/DIRECTOR)

Solemnly affirmed and stated by the above-named deponent, personally, before me on this _____ day of _____ 2024, who has been identified as per his CNIC _____

COMMISSIONER FOR TAKING AFFIDAVIT