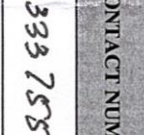

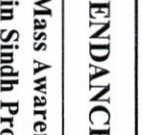
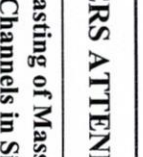



PROCUREMENT COMMITTEE MEMBERS ATTENDANCE SHEET

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

24-MAY-2021

S.No.	NAME	DEPARTMENT'S NAME	E-MAIL	CONTACT NUMBER	SIGNATURE
1	Asma-e-Blal Abbso	CPM RCU S&LD	cpmr5u.gos@gmail.com	0333 7551232	
2	Ashfaq Ali	HS. PDF		0800 8162288	
3	Purkani Mir Baluchio	RSU	bhattoporsu@gmail	0301-2619088	
4	Kudus Ma Bakh	DD(MSE)	masudkhatir@gmail.com	05003412553	
5	Arif's Mann	SPM(A)			
6					
7					
8					
9					
10					

BIDDER'S ATTENDANCE SHEET

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

24-MAY-2021

S.No.	FIRM'S NAME	REPRESENTATIVE'S NAME	E-MAIL	CONTACT NUMBER	SIGNATURE
1	Amptainment world	Rashid Khan	Yashid_fm165@yahoo.com	0300-8352000	Rashid
2	Infotainment World	M. Talib Tarves	talib_tarves@hotmail.com	0300-2332418	M. Talib
3					
4					
5					

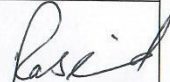
BID PRICES (AS READ OUT)


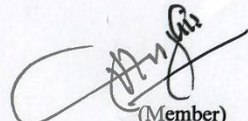



**Address: Reform Support Unit, School Education & Literacy Department, Government of Sindh
47/E-1, Street#48, P.E.C.H.S. Society, Block-6, Shahrah-e-Faisal, Karachi, Sindh.**

Date: Monday 24th May, 2021

Time: 15:30hrs PST."

**Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home
Through Local Radio Channels in Sindh Province.**

Bidder Identification						Read-out Bid Price(s)					
Name of Firm	Name of Representative	Contact Number	E-mail Address	City/State or Province	Country	Purchased Bid Document (Payment reference)	For Lot	Currency	Amount in (PKR)	Bid Security Amount	Signatures
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
Infotainment world	Rashid Khan	0300-8352000	rashid_fm105@yahoo.com	Karachi, Sindh	Pakistan	PO# PCBP012510 JS BANK Limited	NA	PKR	12,00,000 (PKR)	36,000 (PKR)	

 (Chairman) Chief Program Manager (RSU)- SELD Government of Sindh	 (Member) Additional Secretary (PD&F)-SELD Government of Sindh	 (Member) Deputy Director (Admin) (DG M&E)- SELD Government of Sindh	 (Member) Senior Program Manager (Admin) RSU- SELD Government of Sindh	 (Member) Program Officer (Finance) RSU- SELD Government of Sindh
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REFORM SUPPORT UNIT
SCHOOL EDUCATION DEPARTMENT
GOVERNMENT OF SINDH



RSU/SESP/PSM/momw/21
Date: 31st May, 2021

SUBJECT: MINUTES OF PROCUREMENT COMMITTEE TO DISCUSS THE PROCUREMENT OF HIRING A CREATIVE ADVERTISING AGENCY/MEDIA HOUSE/BIDDER FOR PRODUCTION & BROADCASTING OF MASS AWARENESS CAMPAIGN FOR FOLLOW UP SOPS AND CONTINUES LEARNING AT HOME THROUGH LOCAL RADIO CHANNELS IN SINDH PROVINCE.

1. A Procurement Committee meeting was held on 24th May 2021 to open the bids in response to IFB hoisted SPPRA (Hoist ID: T01376-20-0007) and RSU websites dated 7th May 2021.
2. The procurement used and approved by the competent authority was open competitive bidding.
3. The meeting was held under the chairmanship of Mr Asadullah Abro. The Chairman welcomed and thanked the members and invited the Secretary/Member of Procurement Committee to brief the participants about the procurement proceedings to date. It was informed that the competent authority approved the bidding documents and announcement of Invitation for Bids (IFB) on 10th August 2020 **(Attached at Annex-A).**
4. The Member/Secretary of the Procurement Committee also informed the committee members that in response to the above advertisement, the following interested bidders/firms obtained the bidding documents from the Procuring Agency on the payment of bidding documents cost of PKR. 500/- (Non-refundable/Non-transferable) in the form of Pay Order / Demand Draft favouring "Reform Support Unit UNICEF Funds. The bidding documents were purchased by the following one (01) bidder. **(Details Attached at Annex-B)**

NAME OF BIDDERS/VENDORS TO WHOM BIDDING DOCUMENTS ARE ISSUED

#	BIDDER'S NAME
1	M/S. Infotainment World (Pvt.) Limited (HotFM-105)

5. Following one (01) bidder submitted their bid in sealed envelopes on or before 24th May 2021 up to 3.00 PM.

NAME OF BIDDER'S WHO HAVE SUBMITTED THE BIDDING DOCUMENTS (BID)

#	BIDDER'S NAME
1	M/S. Infotainment World (Pvt.) Limited (HotFM-105)

6. The Procurement Committee opened the sealed proposals on 24th May 2021 at 3:30 PM on the specified venue, in the presence of the committee members and the respective representatives of the bidders. **(Details of Attendance Sheet Attached at Annex-C & Bid Price of Bidders Attached at Annex-D)**
7. After the discussion in detail, it was decided that the bid documents of one (01) bidder against IFB No: RSU/SESP/PSM/315/2021 to the members of Procurement Committee for qualifications and detailed technical evaluation as per given criteria in bidding document as well as preparation of recommendation for the award of a contract for review and approval of Procurement Committee.

[Signature]
31/5/2021

Mr Asadullah Abro (Chairman)
Chief Program Manager (RSU)- SE&LD
Government of Sindh

[Signature]

Mr Asghar Ali Ghangro (Member)
Additional Secretary (PD&F)-SE&LD
Government of Sindh

[Signature]

Mr Aftab Alam (Member)
Senior Program Manager (Admin) RSU-SE&LD
Government of Sindh

[Signature]

Mr Asadullah Bhatti (Member)
Deputy Director (Admin) (DG M&E)- SE&LD
Government of Sindh

[Signature]

Mr Abdul Malik Shaikh (Member)
Program Officer (Finance) RSU- SE&LD
Government of Sindh

CONSOLIDATE SHEET

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description

RSU/SESP/PSM/315/2021

24-May-21

Reference of the Procurement Committee Members

Bidder's Name

M1= Mr Asadullah Abro (Chairman)

M2= Mr Asghar Ali Changro (Member)

M3= Mr Aftab Alam (member)

M4= Mr Asadullah Bhatti (Member)

M5= Mr Abdul Malik Shaikh (Member/Secretary)

INFOTAINMENT WORLD (PVT.) LIMITED

Response of Procurement Committee in Yes or No

QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB		M1	M2	M3	M4	M5
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc.					
2	Certificate of company registration or any other legal registration document					
3	Registration with Income Tax					
4	Registration with Sales Tax					
5	Filed/Active Taxpayer					
6	Last one-year financial statement/Bank certificate					
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years.					
8	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law					
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document.					
10	Agreement with all the terms & conditions					


Procurement Committee Members's Signatures

M1	Mr Asadullah Abro (Chairman) Chief Program Manager (RSU)- SE&LD Government of Sindh	
M2	Mr Asghar Ali Changro (Member) Additional Secretary (PD&F)-SE&LD Government of Sindh	
M3	Mr Aftab Alam (Member) Senior Program Manager (Admin) RSU-SE&LD Government of Sindh	
M4	Mr Asadullah Bhatti (Member) Deputy Director (Admin) (DG M&E)- SE&LD Government of Sindh	
M5	Mr Abdul Malik Shaikh (Member/Secretary) Program Officer (Finance) RSU- SE&LD Government of Sindh	

2
1


Mr. Asadullah Abro (Chairman) (M1)

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description	RSU/SESM/PSM/315/2021
IFB Opening Date	24-May-21
Bidder's Name	INFOTAINMENT WORLD (PVT.) LIMITED
Sno.	QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB Response of (M1) in Yes or No
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc. Yes
2	Certificate of company registration or any other legal registration document Yes
3	Registration with Income Tax Yes
4	Registration with Sales Tax Yes
5	Filer/Active Taxpayer Yes
6	Last one-year financial statement/Bank certificate Yes
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years. Yes
8	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law Yes
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document. Yes
10	Agreement with all the terms & conditions Yes
M1	Mr Asadullah Abro (Chairman) Chief Program Manager (RSU)- SE&LD Government of Sindh Yes  21/6/2021


Mr. Asghar Ali Changro (Member) (M2)

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description		RSU/SESM/PSM/315/2021
IFB Opening Date		24-May-21
Bidder's Name		INFOTAINMENT WORLD (PVT.) LIMITED
QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB		Response of (M2) in Yes or No
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc.	yes
2	Certificate of company registration or any other legal registration document	yes
3	Registration with Income Tax	yes
4	Registration with Sales Tax	yes
5	Filer/Active Taxpayer	yes
6	Last one-year financial statement/Bank certificate	yes
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years.	yes -
8	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law	yes .
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document.	yes .
10	Agreement with all the terms & conditions	yes
M2	Mr Asghar Ali Changro (Member) Additional Secretary (PD&F)-SE&LD Government of Sindh	

Mr. Aftab Alam (Member) (M3)

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description		RSU/SESM/PSM/315/2021
IFB Opening Date		24-May-21
Bidder's Name		INFOTAINMENT WORLD (PVT.) LIMITED
Sno.	QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB	Response of (M3) in Yes or No
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc.	✓
2	Certificate of company registration or any other legal registration document	✓
3	Registration with Income Tax	✓
4	Registration with Sales Tax	✓
5	Filer/Active Taxpayer	✓
6	Last one-year financial statement/Bank certificate	✓
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years.	✓
8	Affidavit on judicial stamp paper declaring that 'the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law	✓
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document.	✓
10	Agreement with all the terms & conditions	✓
M3	Mr Aftab Alam (Member) Senior Program Manager (Admin) RSU-SE&LD Government of Sindh	

Mr Asadullah Bhatti (Member) (M4)

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description	RSU/SESM/PSM/315/2021
IFB Opening Date	24-May-21
Bidder's Name	INFOTAINMENT WORLD (PVT.) LIMITED
Sno.	QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc. <i>yes</i>
2	Certificate of company registration or any other legal registration document <i>yes</i>
3	Registration with Income Tax <i>yes</i>
4	Registration with Sales Tax <i>yes</i>
5	Filer/Active Taxpayer <i>yes</i>
6	Last one-year financial statement/Bank certificate <i>yes</i>
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years. <i>yes</i>
8	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law <i>yes</i>
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document. <i>yes</i>
10	Agreement with all the terms & conditions <i>yes</i>
M4	Mr Asadullah Bhatti (Member) Deputy Director (Admin) (DG M&E)- SE&LD Government of Sindh

AS

Mr. Abul Malik Shaikh (Member/Secretary) (M5)

Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.

IFB Description	RSU/SESM/PSM/315/2021	
IFB Opening Date	24-May-21	
Bidder's Name	INFOTAINMENT WORLD (PVT.) LIMITED	
Sno.	QUALIFICATION/ELIGIBILITY CRITERIA SET AT SECTION-IV OF IFB	
Response of (M5) in Yes or No		
1	Complete company profile (including name, registered office address, telephone, fax, e-mail address and web address, full contact details of the contact person, details of branch offices and staff details etc.	Yes
2	Certificate of company registration or any other legal registration document	Yes
3	Registration with Income Tax	Yes
4	Registration with Sales Tax	Yes
5	Filer/Active Taxpayer	Yes
6	Last one-year financial statement/Bank certificate	Yes
7	Three similar assignments/contracts done by the bidder with Government / NGOs in the last three years.	Yes
8	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law	Yes
9	3% of the bid contract amount (Bid Security / Earnest money) in shape Pay order / Bank Draft favouring RSU UNICEF Funds should be attached along with bidding document.	Yes
10	Agreement with all the terms & conditions	Yes
M5	Mr. Abul Malik Shaikh (Member) Program Officer (Finance) RSU- SE&LD Government of Sindh	<i>Abul Malik</i>



REFORM SUPPORT UNIT

SCHOOL EDUCATION DEPARTMENT
GOVERNMENT OF SINDH



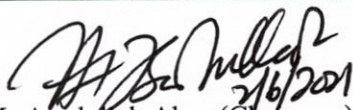
RSU/SESP/PSM/mom(2)/21

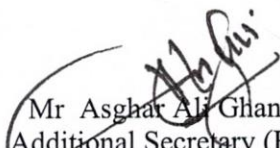
Date: 2nd June 2021


SUBJECT: MINUTES OF THE MEETING OF THE PROCUREMENT COMMITTEE HELD REGARDING THE FINALIZATION OF IFB NO: RSU/SESP/PSM/315/2021 UNDER THE ROLLING WORK-PLAN OF SINDH EDUCATION SECTOR PLAN & ROADMAP 2019-2024


1. The Chairman of the Procurement Committee welcomed the Procurement Committee members and opened the discussion on the agenda items.
2. Member/Secretary of the Procurement Committee informed the forum that the above-referred Invitation for Bids (IFB) under the Rolling Work-Plan of Sindh Education Sector Plan & Roadmap 2019-2024 was invited for procurement of the Hiring a creative advertising agency/media house/ bidder for production & broadcasting of mass awareness campaign for follow up SOPs and continues learning at home through local radion channels in the Sindh Province. The said IFB was uploaded on SPPRA (Hoist ID: T01376-20-0007) & RSU websites.
3. The Procurement Committee examined all the bids as per qualification criteria (**Details Attached at Annex-E**) provided in the bidding documents, arithmetical checked and verified the documents and bid securities submitted by the bidders. In addition, individuals and consolidate evaluated sheets of procurement committee (**Details Attached at Annex-F & G respectively**). It was unanimously decided that the ^{single} lowest and evaluated responsive bidder may be awarded the contract as below.

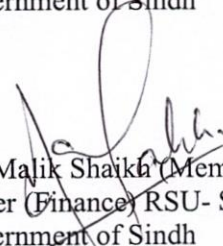
#	CONTRACT FOR	BID AMOUNT	AWARD OF CONTRACT TO
1	Hiring a creative advertising agency/media house/ bidder for production & broadcasting of mass awareness campaign for follow up SOPs and continues learning at home through local radion channels in the Sindh Province.	1, 200, 000/- PKR with inclusive of all applicable Taxes	M/S. INFOTAINMENT WORLD (PVT.) LIMITED (HOT FM-105)


 Mr Asadullah Abro (Chairman)
 Chief Program Manager (RSU)- SE&LD
 Government of Sindh


 Mr Asghar Ali Ghangro (Member)
 Additional Secretary (PD&F)-SE&LD
 Government of Sindh


 Mr Aftab Alam (Member)
 Senior Program Manager (Admin) RSU-SE&LD
 Government of Sindh


 Mr Asadullah Bhatti (Member)
 Deputy Director (Admin) (DG M&E)- SE&LD
 Government of Sindh


 Mr Abdul Malik Shaikh (Member)
 Program Officer (Finance) RSU- SE&LD
 Government of Sindh

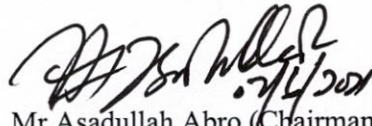
Bid Evaluation Report

Activity Name		Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.
1	Name of Procuring Agency	Reform Support Unit, School Education & Literacy Department, Government of Sindh.
2	Tender Reference No.	RSU/SESP/PSM/315/2021
3	Tender Description	Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.
4	Method of Procurement	Single Stage One Envelope
5	Tender Published/SPPRA No.	T01376-20-0007 Dated: 07 th May, 2021
6	Total Bid documents Sold	(01) 1. Infotainment World Pvt. Ltd (HotFM-105)
7	Total Bids Received	(01) 1. Infotainment World Pvt. Ltd (HotFM-105)
8	Technical/Financial Bid Opening date	24 th May, 2021 at 15.30 (PST) Local Time
9	No. of Bid qualified	01 [Infotainment World (Pvt.) Ltd (HotFM-105)]
10	Bid(s) Rejected	(0)

11. Detail on the above as follows

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs.1,200,000/-)	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S. Infotainment World (Pvt.) Ltd (HotFM-105)	Rs.1 200,000/-With is inclusive of all applicable taxes.	1 st Lowest	N/A	Accepted	Accepted as only Lowest Qualified Evaluated Bid

Accordingly, going to by the eligibility criteria offered in bidding document M/S. Infotainment World (Pvt.) Ltd (HotFM-105) stands as only Lowest Qualified Evaluated Bidder.



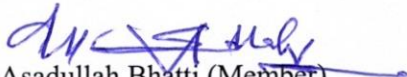
Mr Asadullah Abro (Chairman)
Chief Program Manager (RSU)- SE&LD
Government of Sindh



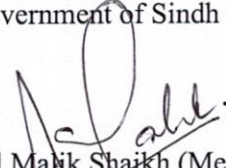
Mr Asghar Ali Ghangro (Member)
Additional Secretary (PD&F)-SE&LD
Government of Sindh



Mr Aftab Alam (Member)
Senior Program Manager (Admin) RSU-SE&LD
Government of Sindh



Mr Asadullah Bhatti (Member)
Deputy Director (Admin) (DG M&E)- SE&LD
Government of Sindh



Mr Abdul Malik Shaikh (Member)
Program Officer (Finance) RSU- SE&LD
Government of Sindh



REFORM SUPPORT UNIT



SCHOOL EDUCATION DEPARTMENT
GOVERNMENT OF SINDH

NO. RESU/SESP/PSM/315/2021

Dated: 7th June 2021

M/S Infotainment World (Pvt.) Limited (hotfm 105)
Suite# 1009, 10th Floor, Business Avenue, Shahrah-e-Faisal Karachi,
Cell No. 0300-8352000.

SUBJECT: LETTER OF ACCEPTANCE- IFB NO. RSU/SESP/PSM/315/2021, NAMELY
"INVITATION FOR BIDS FOR HIRING A CREATIVE ADVERTISING AGENCY/MEDIA
HOUSE/BIDDER FOR PRODUCTION & BROADCASTING OF MASS AWARENESS
CAMPAIGN FOR FOLLOW UP SOPS AND CONTINUES LEARNING AT HOME
THROUGH LOCAL RADIO CHANNELS IN SINDH PROVINCE".

I am directed to refer to the subject cited above and state that the Competent Authority viz Chief Program Manager (RSU-SE&LD) on the recommendation of Procurement Committee and after fulfilment of all codal formalities as laid down under SPPRA Rules, 2010 (Amended till date), has been pleased to accept your proposal being lowest and responsive evaluated bid and in accordance with the requisite schedule of requirements as mentioned in the bidding document, for the accepted contact amount of Rs. 1,200,000/- (rupees twelve lac only) as quoted by you in the financial proposal has been accepted by the Competent Authority.

2. You are requested to furnish the contract agreement duly signed on stamp paper along with stamp duty equal to amounting to Rs. 0.35 (Thirty-five paisa only) per hundred of the total bid price and deposit the performance security equivalent to 10% of the bid price at the earliest for commencement of services in question in accordance with the conditions of the contract and sign the contract agreement within three days, a draft of contract agreement is attached herewith.

Mujeeb Rehman Khatri
Senior Project Manager (SESP)-RSU-SE&LD

A copy for information and necessary action to:

1. P.S to Secretary, School Education & Literacy Department, Government of Sindh
2. All Members of the Procurement Committee
3. Procurement Section, Reform Support Unit
4. FMIS Section, Reform Support Unit
5. Admin and Logistics Section, Reform Support Unit
6. Master File
7. Official Website

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT made the 10th day of June 2021 between *Reform Support Unit, School Education & Literacy Department, Government of Sindh of Pakistan* (after this called "the Purchaser") of the one part and *M/S. Infotainment World (Pvt.) Limited (HotFM-105) of Karachi, Sindh and Pakistan* (after this called "the Service Provider") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz. *Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province, for Reform Support Unit (RSU), School Education and Literacy Department, Government of Sindh* and has accepted a bid by the Service Provider for the supply of those goods and services for **PKR 1,200,000/- [One million, two hundred thousand only]** (After this called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) (the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Terms of References (TORs);
 - (c) the Schedule of Requirements;
 - (d) the Bid Data Sheet;
 - (e) the General Conditions of Contract;
 - (f) the Special Conditions of Contract;
 - (g) the Payment Schedule;
 - (h) the Purchaser's Letter of Acceptance.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the contract's provisions at times and in the manner prescribed by the contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by (for the Purchaser)

Mr Asadullah Abro
Chief Program Manager
Reform Support Unit
School Education & Literacy Department
Government of Sindh
Date:

Signed, sealed, delivered by (for the Supplier)

Mr Rashid Mehmood
Head of Sales
M/S. Infotainment World (Pvt.) Limited (HotFM-105)
Date:

(b) **TERMS OF REFERENCES (TORs)**

BACKGROUND:

COVID-19 outbreak critically impacted the educational systems across the province. This pandemic disrupted the teaching and learning processes due to the closure of educational institutions in February 2020 to reduce the spread of the virus in the best interest of teachers and student's health and well-being. The Government of Sindh is well aware of the loss of education during the lockdowns. It is making efforts to reinitiate the education deliverance and treat it as a top priority while keeping the students, teachers, school managers and other staff safe. With UNICEF's support, the Government designed SOPs and guidelines for school managers, children, parents and communities, which can be used to improve the plan for education continuity. SE&LD, with the support of UNICEF, SE&LD reached to the parents and communities through different media platforms and by disseminating informative material that will help gain the parents' confidence to send their children to school and motivate them for strict adherence to the SOPs. Keeping the COVID-19 spread and its repercussions in view, it is imperative to orient the students, parents, officials, officers and school managers with the Government SOPs and guidelines which can prepare them for situations that can occur during the safe reopening of schools using the radio as a media platform so that the message reaches to areas where internet/ television and other technologies are hardly available.

ASSIGNMENTS:

To achieve the objective Reform Support Unit, SE&LD is looking for a capable and experienced media communication firm for the following assignment.

1. Raising awareness among Communities, Parents, Students, Teachers of Sindh province on the importance of following the Government SOPs and safe school reopening.
2. Several Radio Data Communication (Spots): Up to 08 (Eight) per day, duration of each spot (voiceover) may be under 90 seconds duration.
3. Target Audience: Parents, Community, Teachers and Students.
4. Preferred Channel for Air: FM Radio having comprehensive coverage across the province.

THE OBJECTIVE OF THE ASSIGNMENT:

The overall objective of the assignment is to develop a Public Service Message (PSM) on the follow-up Covid-19 related SOPs safe learning the quality and digital education, highlighting instructions to avert the spread of COVID-19 to Parents, Teachers and School Managers, Best Practices by the Government to support the Safe School Reopening, and the achievements/ milestones by the Government on mitigating the spread of COVID-19 in schools.

OUTPUT /DELIVERABLES:

Under the direct supervision of the Chief Program Manager, the service provider will be required to do the following:

- Discuss with RSU/ Donor Agency about the message and communication strategy and guidelines;
- Develop communication message script of under 90 seconds duration and take approval on the script and its translations into desired languages, i.e., Urdu & Sindhi.
- Develop the voiceover recording (male/female voices, preferably of some well-known celebrities) in the above languages along with suitable background music as agreed with Procuring Agency.
- Develop Radio Data Communication Plan and book airtime on respective FM Channel(s) and communicate the same Procuring Agency well before the time.
- Radio Broadcast of Radio Data Communication as per booking over a sustained period from final submission to 30th June 2021.
- Submit a coverage and listening along with a transmission certificate, an Impact/Reach Report of the Communication within a week after the campaign's final day.

RESPONSIBILITIES OF RSU:

- RSU will provide feedback on all draft versions
- RSU will provide as much information as required on the background of the project.

FREQUENCY:

The campaign will run a total of 8 messages per day per radio channel for 30 days. The

production company will submit a complete work plan with timeslots, date/day and radio channel. Also, the agency will provide/quote for radio channels keeping in view wide/maximum coverage area, listenership in the district. RSU will make the final decision to select a radio station.

PROJECT DISTRICT:

30 Districts of the Sindh Province (East-Karachi, Central- Karachi, West-Karachi, South- Karachi, Korangi-Karachi, Malir-Karachi, Kemari-Karachi, Hyderabad, Badin, Dadu, Jamshoro, Matiari, Tando Allahyar, TM Khan, Thatta, Sujawal, Larkana, Kamber-Shadadkot, Kashmore@Kandhkot, Jacobabad, Shikarpur, Sukkur, Ghotki, Khairpur Mirs, Mirpurkhas, Tharparkar, Umarkot, Shaheed Benazirabad, Sanghar, Nausharo Feroze)

LENGTH/DURATION OF THE MESSAGE:

The message will be for not more than 90 seconds duration.

LANGUAGES:

Public Service Messages (PSMs) will be in the Sindhi and Urdu languages for all districts of Sindh Province. The Scripts for Urdu and Sindhi message will be provided by RSU. The company will be responsible for developing an audio message with appropriate background music in good quality voices (male and female).

DURATION OF THE ASSIGNMENT:

The assignment is expected to take one month and start airing within 15 days from the date of signing the contract and shall sustain till 30th June 2021.

INTELLECTUAL PROPERTY:

- All information of this project (documentary, audio, digital, cyber, project documents, etc.) belonging to the client, which the service provider may come into contact within the performance of his/her duties under this consultancy, shall remain the property of the RSU/SE&LD/UNICEF who shall have exclusive rights over their usage.
- Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the RSU/SELD/UNICEF.

(d) **BID DATASHEET**

Introduction	
ITB 1.1	Name of Procuring Agency: Reform Support Unit, School Education & Literacy Department, Government of Sindh.
ITB 1.1	Name of Project: RSU & UNICEF Rolling Work Plan 2020.
ITB 1.1	Name of Activity: Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Follow up SOPs and Continues Learning at Home Through Local Radio Channels in Sindh Province.
ITB 2	Eligible Bidder: All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of the Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]
ITB 4	Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid, and RSU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
ITB 4.1	The Procuring Agency Address: Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh.
ITB 6.1	Clarification of Bid: Bidders may seek clarifications and send questions about the bid through e-mail address sesp.spm@gmail.com attention: Mr Mujeeb Ur Rahman, Senior Project Manager, Reform Support Unit, SELD, Government of Sindh. The e-mail subject/title should indicate the tender reference number and the subject of the procurement. A bidder sending a request for clarification should provide full names, company name and address and telephone contacts of the company's e-mail body: the purchaser shall not respond to anonymous e-mails. The purchaser shall respond to a request for clarifications and questions received not later than three (3) days to the deadline for bid submission.
ITB 7	Amendment of bidding documents: At any time before the deadline for submission of bids, the Procuring agency, for any reason, whether at its initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. All interested bidders who have received the bidding documents will be notified of the amendment in writing and binding on them. To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
ITB 8.1	Language of Bid: The bid prepared by the bidders and all correspondence and documents exchanged by the bidder and RSU must be written in English. [SPPRA Rule 6 (1)]

Bid Price and Currency	
ITB 11.2	The price quoted: The price quoted shall be Delivered Duty Paid Price (DDP) in Pak Rupees, including all taxes, duties and other costs. If withholding, transportation or other indirect cost calculation are not shown or not mentioned in the financial proposal, the quoted prices shall be considered as prices inclusive of all taxes. RSU shall correct any non-material arithmetic errors in the bid price provided that such corrections do not constitute an amendment of quoted unit prices. If a bidder does not accept the final price based on RSU's re-computation and modification of errors, his/her bid may be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
ITB 11.5	The price shall be fixed.
	Bidding Process: This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing ELIGIBILITY CRITERIA (duly filled in all respect) and FINANCIAL PROPOSAL . [SPPRA Rule 46 (1-a & b)]

	<p>Single Stage: Single Envelope Procedure:</p> <p>(a) The bid shall comprise a single package containing both Financial Bid and the Technical Bid.</p> <p>(b) Bids shall be opened at the Committee Room, RSU office, 47/ E-1, 48th Street, Block-6, PECHS-Karachi, on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.</p> <p>(c) The RSU shall first establish the Eligibility Criteria and then evaluate the technical Bids confirming to the compliance of offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid shall not conform to the specified requirements.</p> <p>(d) During the technical evaluation, no amendments in the technical bid shall be permitted; however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. 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.</p> <p>(e) The bid found to be the lowest evaluated & responsive shall be accepted. If two bidders submit an equal financial bid, the bidder with more experience and coverage shall be awarded the contract.</p>
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Preparation and Submission of Bids	
ITB 13.3 (d)	Refer to SECTION-VI; (Qualification/eligibility criteria)
ITB 15.1	<p>Bid security: The RSU shall require the bidders to furnish the Earnest Money of 3% of the contract amount, in the shape of Pay Order or Irrevocable Bank Guarantee in favour of Reform Support Unit UNICEF fund, acceptable to the RSU, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, to provide the RSU reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)].</p> <p>The bid security shall be forfeited:</p> <ul style="list-style-type: none"> • If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or • In the case of a successful Bidder, if the Bidder fails to: <ul style="list-style-type: none"> ➤ Sign the contract; or ➤ Does not abide by the terms of the Contract Agreement.
ITB 16.1	<p>Bid validity period:</p> <p>(i) Bids shall remain valid for ninety (90) days, after the date of bid opening prescribed by RSU; [SPPRA Rule 38 (1)]. The RSU shall reject a bid having validity for a shorter period as non-responsive.</p> <p>(ii) The RSU shall be obligated to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for a reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.</p> <p>(iii) Whenever an extension of the Bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid, and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)].</p> <p>(iv) Bidders who agree to an extension of the Bid validity period shall also extend the validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]</p> <p>A framework contract using the RSU standard contract format shall be established and signed between the parties for 03 (three) years. It can be extended with terms and conditions and mutually agreed-upon rates. Purchase/Work Order(s) shall be given on a need basis under agreed contract terms and conditions.</p>
ITB 17.1	Copies of the bids to be submitted by the bidder: The bidder shall submit one (01) original bid accompanied with two (01) photocopy or copy of the

	<p>bid. All pages of the bid must be numbered in sequence, signed/initialled by the authorized personnel of the bidder. In addition to signing/initialling, the key documents of the bid shall be stamped or sealed. Bids submitted without stamping/sealing and signing/initialling the key document shall be rejected. RSU reserves the right to reject/accept those bids that are not accompanied by one copy and not contain signing/stamping.</p>
ITB 18.2 (a)	<p>Submission of Bids: The sealed envelopes shall bear the name and address of the Bidder, the tender reference number and the subject of the procurement.</p> <p>If envelopes are not sealed and marked as required, RSU will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>A sealed bid shall be delivered by hand or by courier services to the Chief Program Manager, Reform Support Unit, School Education & Literacy Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh. It shall be the bidder's responsibility to ensure that all bids, whether delivered by hand or by courier services, are received at the mentioned address before the deadline for bid submission. Soft copy bids or bids sent through e-mails shall be rejected.</p>
ITB 18.2 (b)	NIT title and number: RSU/SESP/PSM/315/2021
ITB 19.1	<p>The deadline for submission of bids: All bids, by hand or by courier, must be received at the Reform Support Unit, School Education & Literacy Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh, before or on Monday 24th May 2021 at 15:00 hours PST (local time). Any bid received after the deadline for bid submission shall not be accepted and shall be returned unopened to the bidder.</p> <p>In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 22.1	<p>The public opening of bids: Submitted bids shall be opened in the presence of bidder's representatives who choose to attend at the Reform Support Unit School Education & Literacy Department, Government of Sindh Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh on Monday, 24th May 2021, at 15:30 hours PST (local time)</p> <p>If the specified date of bid opening will be declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</p> <p>Note: To avoiding overcrowding at the public bid opening meeting, only one representative of a participating bidder, wearing a COVID-19 protective mask, shall be allowed to attend the meeting.</p>
ITB 24	<p>Preliminary Examination: RSU will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order. RSU may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of RSU. If a bid is not substantially responsive, it will be rejected by RSU and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>

Bid Evaluation

ITB 25.3	<p>Criteria for bid evaluation:</p> <p>A bid that substantially complies with the requirements of the evaluation methodology and criteria, specifications, products required, schedule, and offers the lowest price, shall be selected for award of contract. A bid that doesn't substantially meet the bid's requirements shall be considered non-responsive and shall be rejected.</p>
ITB 26	<p>Contacting the Procuring Agency: No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time of contract award. A bidder shall not provide any further information about the submitted bid after the deadline for bid submission</p>

	<p>unless requested by the purchaser. A bidder may, in writing, inquire about the status of the procurement process or submit a request for clarifications or request for a review after the release of results of the bid evaluation process. Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.</p>
Contract Award	
ITB 27	<p>Post Qualification: The Procuring and Disposing Entity may undertake a post-qualification on the Best Evaluated Bidder to confirm whether the best-evaluated bidder has the capacity and financial resources to execute the procurement.</p>
ITB 28	<p>Award Criteria: RSU 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 the Procurement Committee of the RSU on ground verifies the information given in the bidding document</p>
ITB 30	<p>Procuring Agency is right to accept any bid and to reject any or all bids: RSU annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidder(s).</p>
ITB 31	<p>Notification of Award: Prior to the expiration of the period of bid validity, RSU will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted. The notification of award will constitute the formation of the Contract. RSU will promptly notify each unsuccessful Bidder and will discharge his/her bid security.</p>
ITB 32	<p>The signing of Contract: Within 5 Days from the date of notification of the award, the successful bidder shall furnish particulars requested by the RSU. The Bidder shall sign the Contract at RSU's Office, Karachi, within 15 days of award of contract.</p>
ITB 33	<p>Stamp Duties: Stamp Duty (as applicable under stamp act 1989) @ rate of 0.35% of the contract price to be paid by the successful bidder. (This rate at this stage will be tentative and will be adjusted as per the actual contract price and as per the prevailing laws at the time of the award.</p>
ITB 34	<p>Corrupt or Fraudulent Practices:</p> <ul style="list-style-type: none"> (a) RSU requires that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of the contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]; (b) RSU will reject a proposal for award if it determines that the Bidder recommended for the award was engaged in any corruption or has been blacklisted under the Sindh Public Procurement Rules 2010 in competing for the contract in question. (c) Any false information or misstatement on the part of the vendor will lead to disqualification/blacklisting/ legal proceeding regardless of the price or quality of the product.

(E) GENERAL CONDITIONS OF CONTRACT.

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">(a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.(b) "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the contract.(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the contract.(e) "GCC" means the General Conditions of Contract contained in this section.(f) "SCC" means the Special Conditions of Contract.(g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.(h) "The Procuring agency's country" is the country named in SCC.(i) "The Supplier" means the individual or firm supplying the Goods and Services under this contract.(j) "The Project Site," where applicable, means the place or places named in SCC.(k) "Day" means calendar day.
2. Application	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.</p>
3. Country of Origin	<p>3.1 All Goods and Services supplied under the contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are delivered when, through manufacturing, processing, or substantial and major assembly of components, commercially recognized new product results are substantially different in essential characteristics or purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
4. Standards	<p>4.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
5. Use of Contract Documents and Information ; Inspection and Audit by the	<p>5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>

<p>Government</p>	<p>5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the contract if so, required by the Procuring agency.</p> <p>5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the Supplier's performance and to have them audited by auditors appointed by the procuring agency if so required.</p>
<p>6. Patent Rights</p>	<p>6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Procuring agency's country.</p>
<p>7. Performance Security</p>	<p>7.1 Within twenty (20) days of receipt of the contract award notification, the successful bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract acceptable to the Procuring agency and shall be in one of the following forms:</p> <p style="padding-left: 40px;">(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency;</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">(b) a cashier's or certified check.</p> <p>7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations, unless specified otherwise in SCC.</p>
<p>8. Inspections and Tests</p>	<p>8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency require and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods. The Supplier shall either replace the rejected Goods or make alterations necessary to meet specifications free of cost to the Procuring agency.</p> <p>8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's</p>

	<p>country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this contract.</p>
9. Packing	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Procuring agency.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the Supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and (e) Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
14. Spare Parts	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and

	<p>(b) in the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The Supplier warrants that the Goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all Goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect (s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
17. Prices	<p>17.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or the Procuring agency's request for bid validity extension, as the case may be.</p>
18. Change Orders	<p>18.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the contract in any one or more of the following:</p> <ol style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Procuring agency; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier. <p>18.2 If any such change causes an increase or decrease in the cost of, or</p>

	<p>the time required for, the Supplier's performance of any provision under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.</p>
19. Contract Amendments	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties</p>
20. Assignment	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the Procuring agency's prior written consent.</p>
21. Subcontracts	<p>21.1 The Supplier shall notify the Procuring agency to write all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
22. Delays in the Supplier's Performance	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procuring agency shall, without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the contract pursuant to GCC Clause 24.</p>
24. Termination for Default	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring agency according to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the contract. (c) If the Supplier, in the judgment of the Procuring agency, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

	<p>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.</p> <p>24.2 In the event the Procuring agency terminates the contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those Undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the contract to the extent not terminated.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 25.2 the Supplier 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.</p> <p>25.3 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.4 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier 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.</p>
<p>26. Termination for Insolvency</p>	<p>26.1 The Procuring agency may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.</p>
<p>27. Termination for Convenience</p>	<p>27.1 The Procuring agency, by written notice sent to the Supplier, 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 Procuring agency’s convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:</p> <ul style="list-style-type: none"> (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

<p>28. Resolution of Disputes</p>	<p>28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p>
<p>29. Governing Language</p>	<p>29.1 The contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.</p>
<p>30. Applicable Law</p>	<p>30.1 The contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.</p>
<p>31. Notices</p>	<p>31.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p>32. Taxes and Duties</p>	<p>32.132.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.</p>

(f) SPECIAL CONDITIONS OF CONTRACT

1. Definition (GCC Clause 1)	<p>GCC 1.1 (g)—The Procuring agency is: Reform Support Unit, School Education & Literacy Department, Government of Sindh</p> <p>GCC 1.1 (h)—The Procuring agency's country is: Pakistan</p> <p>GCC 1.1 (i)—The Supplier is: Infotainment World (Pvt.) Limited.</p>
2. Country of Origin (GCC Clause 3)	<p>As indicated in the bidding documents, all countries and territories, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".</p>
3. Performance Security (GCC Clause 7)	<p>GCC 7.1—security. The amount of performance security, as a percentage of the Contract Price, shall be: 10% of the Contract Price and it will be submitted in the form of pay order /Demand Draft or bank guarantee and favour of "Reform Support Unit UNICEF Fund within seven (7) days of issuance of letter of acceptance. The performance security shall be valid for 90 days beyond the date of successful completion of the contract.</p>
4. Inspections and Tests (GCC Clause 8)	<p>GCC 8.1 The representative of RSU or his nominee may inspect the media house or any faculty whenever needed.</p>
5. Packing (GCC Clause 9)	<p>GCC 9.3 Not Applicable</p>
6. Delivery and Documents (GCC Clause 10)	<p>GCC 10.3 Broadcasting of audio messages from radio stations, the bidder shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none">(i) Weekly report giving details of the programs and progress on broadcast of PSMs; specific mentioning of strengths, weaknesses and suggestion to be incorporated in the next radio programs;(ii) Submission of the final detail along with transmission certificate/report of Reach/ Impact and actual timings of spots run by the bidder on each station, including one whole day transmission recording
7. Insurance (GCC Clause 11)	<p>GCC 11.1 The stipulated services supplied under the contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is the seller's responsibility. Since the Insurance is the seller's responsibility, they may arrange appropriate coverage.</p>
8. Spare Parts (GCC Clause 14)	<p>GCC 14.1 Additional spare parts requirements are Not Applicable.</p>

<p>9. Payment (GCC Clause 16)</p>	<p>(i) GCC 16.1 Payment for Goods and Services supplied will be as under: (ii) Payment shall be made in Pak Rupees, as follows:</p> <table border="1" data-bbox="488 208 1442 1573"> <thead> <tr> <th>SNO.</th> <th>DELIVERABLE</th> <th>DAYS</th> <th>PAYMENT IN %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Planning Meeting/Discussion (After award and acceptance of the contract) about the scope and requirement of the Procuring Agency</td> <td>1</td> <td>0%</td> </tr> <tr> <td>2</td> <td>Development and discussion of the draft script</td> <td>2</td> <td>0%</td> </tr> <tr> <td>3</td> <td>Approval of draft Script</td> <td>1</td> <td>10%</td> </tr> <tr> <td>4</td> <td>Submit the final script- after incorporating the suggested amendments by RSU and donor, of the message and translate it into Urdu, Sindhi language - Sharing the detailed Radio Data Communication (Media) Plan with RSU on the agreed terms</td> <td>2</td> <td>10%</td> </tr> <tr> <td>5</td> <td>Submit the final voiceover male/female, including the suitable background music into Urdu and Sindhi after incorporating suggested edits by RSU/ Donor Agency. Sharing the editable version of the voiceover with the RSU</td> <td>6</td> <td>30%</td> </tr> <tr> <td>6</td> <td>Completion of 50% messages/spots on air</td> <td></td> <td>20%</td> </tr> <tr> <td>7</td> <td>Submission of the final detail along with transmission certificate/report of Reach/ Impact and actual timings of spots run by the bidder on each station, including one whole day transmission recording</td> <td>4</td> <td>All remaining amount</td> </tr> </tbody> </table>	SNO.	DELIVERABLE	DAYS	PAYMENT IN %	1	Planning Meeting/Discussion (After award and acceptance of the contract) about the scope and requirement of the Procuring Agency	1	0%	2	Development and discussion of the draft script	2	0%	3	Approval of draft Script	1	10%	4	Submit the final script- after incorporating the suggested amendments by RSU and donor, of the message and translate it into Urdu, Sindhi language - Sharing the detailed Radio Data Communication (Media) Plan with RSU on the agreed terms	2	10%	5	Submit the final voiceover male/female, including the suitable background music into Urdu and Sindhi after incorporating suggested edits by RSU/ Donor Agency. Sharing the editable version of the voiceover with the RSU	6	30%	6	Completion of 50% messages/spots on air		20%	7	Submission of the final detail along with transmission certificate/report of Reach/ Impact and actual timings of spots run by the bidder on each station, including one whole day transmission recording	4	All remaining amount
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<p>11. Liquidated Damages (GCC Clause 23)</p>	<p>GCC 23.1 Liquidated damages of 0.5% of the contract price shall apply per day of delayed delivery of supplies/services, counted from the stated delivery date as agreed in the signed contract. The maximum amount of liquidated damages shall be 10% of the contract price, and after that, RSU reserves the right to terminate the contract. Besides, RSU reserve the right to cancel part or all liquidated damages upon the bidder's submission of acceptable reasons and supporting documents. If RSU cannot deduct the liquidated damage from pending payments, RSU shall claim the entire amount of the performance security, bid security or performance bond from the guaranteeing institution, deduct the applicable liquidated damage amount, and return the balance of the funds to the bidder.</p>																																
<p>12. Force Majeure (GCC Clause 25)</p>	<p>For the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or</p>																																

(g) PAYMENT SCHEDULE

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