

FRAMEWORK CONTRACT AGREEMENT

This framework contract agreement is made on 25th October 2021 between Reform Support Unit, School Education & Literacy Department, Government of Sindh of Pakistan (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 for the one year.

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 Covid SOPs and Back to School Campaign 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 1,800,000/-. [One million, eight hundred thousand only] { PKR 5000/- per spot} (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 those assigned to them in the Conditions of Contract referred to.
 - 1.1 Effective Date

 For this and the services to be provided hereunder, the effectiveness date for the assignment shall be the date of signing this contract.
 - This contract shall expire on or before 25-10-2022 when, according to the provisions hereof, the services have been completed, and the payments of the services fee and any ancillary expenses (if any) have been made. The term of this contract may be extended with the mutual consent of both the parties
- 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)

Capt. (R) Abdul Sattar Essani

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:



27th September, 2021

The Chief Program Manager Reform Support Unit School Education & Literacy Department Government of Sindh Karachi.

Subject: <u>Submission of Bidding Document for Production & Broadcasting of Mass Awareness</u>

<u>Campaign for Follow up Covid SOP's and Back to School Campaign Through Local Radio</u>

<u>Channels in Sindh Province</u>

Dear Sir,

We are writing you in reference to the subject above. We are pleased to introduce M/s. Infotainment World Pvt. Ltd. ("IWPL") with a renowned brand "HotFM 105" operating in Pakistan for more than a decade with distinguished presence in FM Radio industry by operating 22 FM Radio Stations across Pakistan and gratified to be the largest Infotainment Radio Network.

Our Network:

Sindh [Karachi, Hyderabad, Larkana, Mirpurkhas, Nawabshah, Badin, Dadu, Sanghar, NaosheroFeroz, Shikarpur, Jacaobabad, Mithi, Sukkur]. Punjab: [Layyah, Multan, Gujranwala, Khushab, Hasanabdal] KPK & Baluchistan [Chitral and Quetta].

We believe to provide quality content to our valued listeners across the country and communicate with people from all walks of life through our dedicated infotainment programs & shows. Our program mix includes morning Drive Time shows, Health Care programs; Lunch Time shows, Evening shows, Sports update, and Specific Shows for Brands, Press Shows, and Hourly News to zeal back the energy of our target audience. We also host regular regional programs in Pashto, Punjabi, Balochi & Sindhi languages to cover rural part of our society.

Hotfm 105 Advertising offers you the opportunity to deliver a simple yet powerful message to a targeted group of masses and allows messages to be tailored and localized to each audience with specific demographics and communities, geographic areas, and around events and genres in a market. Our Digital downloadable App and Social Media presence has phenomenon significance that has made Hotfm 105 the choice of listeners.

That for the purpose to participate in the bidding process of the said campaign we have enclosed herewith the following documents as per the requirement of the bidding document.

INFOTAINMENT WORLD PRIVATE LIMITED. Suite # 1009, 10th Floor Business Avenue, Shahrah-e-Faisal Karachi, Pakistan.

tel: +92 21 34390930-31 UAN: +92 21 111 000 105 web: www.hotfm.com.pk



- 1. Company profile
- 2. Bidding Details
- 3. Other Campaign Details of Related Nature
- 4. Financial Proposal
- 5. Proposed Media Plan

In addition, as required we have also enclosed herewith 3% security deposit (Refundable) pay order No. <u>PCBP012976</u> dated <u>24-09-2021</u> in favor of RSU UNICEF Funds.

Submitting the proposal for the bidding process and for necessary documentation. Thanks.

Sincerely,

For Infotainment World Pvt. Ltd.

Rashid Mehmood Head of Sales Arsalan Zuberi

CFO

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Rassid

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Infotainment World (Pvt) Ltd Detail of Employees

| S No | Station | Contact Person | Designation | Address | Contact Number |
|------|------------------|----------------------------|-------------------------|--|----------------|
| | Karachi | Syed Zulfigar Ali Shah | Chief Executive Officer | Suite# 1009 10th Floor Business Avenue Shahra-e-Faisal Karachi | 0300-8288878 |
| - | Karachi | Arsalan Zuberi | Chief Financial Officer | Suite# 1009 10th Floor Business Avenue Shahra-e-Faisal Karachi | 0321-2712230 |
| 1 | Karachi | Rashid Mehmood Khan | GM Sales & Marketing | Suite# 1009 10th Floor Business Avenue Shahra-e-Faisal Karachi | 0300-8352000 |
| | Karachi | Asim Younus | Head of Operations | Suite# 1009 10th Floor Business Avenue Shahra-e-Faisal Karachi | 0321-3765499 |
| 2 | Hyderabad | Mohammad Aslam | Station Manager | 2nd Floor State life Building Thandi Sadak Hyderabad | 0333-2632177 |
| 3 | Nawabshah | Mr. Abdullah Bhatti | Station Manager | House# 13, Sachal Sarmast Colony Near Pass Port Office Nawabshah | 0333-3555105 |
| 4 | Larkana | Aijaz Hussain | Station Manager | 3rd Floor Sangi Plaza Opp. City Hospital Larkana | 0333-7554101 |
| 5 | Quetta | Noman Latif | Station Manager | Kasi Building Near Childern Hospital Kuwari Road Quetta | 0345-8234543 |
| 9 | Mirpurkhas | Naveed Iqbal | Station Manager | House No# 35 B Gulshan-hyder Near Khan Naka Mirpurkhas | 0314-2620448 |
| 7 | Jacobabad | Fazal Ali | Station Manager | Housr Bearing City Survey # 110/2 Ward# 6 Jatt Mahalla Jacobabad | 0333-7341656 |
| 8 | Dadu | Mr. Murtaza | Station Manager | Banazeer In Hotel Top Floor Larkana Road Dadu | 0344-3237967 |
| 9 | Chitral | Mohammad Idrees Hayat Khan | Station Manager | Near DC Office Jhang Bazar Chitral | 0344-9701819 |
| 10 | 10 Badin | Israr Ur Haq | Station Manager | DCO Office By Pass Mehran Marriage Hall Badin | 0341-3539015 |
| 11 | 11 Sanghar | Ali Nawaz | Station Manager | Near Kali Tanki Plot# 663/13 Tori Mori Road Sanghar | 0334-2000105 |
| 12 | Nosheroferoz | Abdul Sajjad | Station Manager | Zeeshan Manzil Near Dr. Abdul Quddos Station Road Nosheroferoz | 0300-8996492 |
| 13 | Shikarpur | Abdul Basit | Station Manager | A3, 3rd floor HMB tower Hathidar Shikarpur | 0300-3217164 |
| 14 | Mithi | Jateendar | Station Manager | Mevaram House, Opp. Govt, Primary School Meghwar Paro Mithi | 0333-2512440 |
| 15 | 15 Tando Allavar | Muhammad Amir | Station Manager | Plot Haider Shah Fruit Farm , Quarter Stop , mirpurkhas Road Tando Allavar | 0348-3551846 |

Suite # 1009, 10th Floor
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| | | Estimat | Estimated listener coverage per | overage per | |
|----|------------------------|-----------|---------------------------------|-------------|---|
| 2 | Stations | | Station | | Coverage Area |
| | | Male | Female | Total | |
| - | Karachi | 1,686,000 | 1,013,700 | 2,699,700 | Karachi City, Steel Town, Gulshan-e-Hadeed, Hub Chauki, Super Highway, New Sabzi Mandi, Kathor |
| 2 | Hyderabad | 209,500 | 401,600 | 911,100 | Hyderabad city, Jamshoro, Matiyari, Halla, Tando Jam, Tando Allahyar, Nooriabad, Kotri, Tado Adam, Manjikand, Unarpur, Budhapur, T.Gulam All, Jhirak, T. Mohammad Khan, Bhitt Shah |
| 6 | Larkana | 208,500 | 471,200 | 979,700 | Larkana city, Kamber, Bahram, Nasirabad, Wagon, Merokhan, Warah, Radhan, Badah, Dokri, Moenjodaro, Bakrani, Gerelo, Naudero, Ratodero, Dakhan, Madeji, Sawoon Sohhodero, Razidero, Kandiyaro |
| 4 | Nawabshah | 445,570 | 481,200 | 926,770 | newabshah city, Sakrand, Qazi Ahmed, Saeedabad, Doulatpur, Moro, Shahpur Chakar, Sun Bandhi, Shahpur Jahania, 60 Mile, Shahdadpur, Lundo, Lakha Road, Cambar Madha city, Sakrand, Qazi Ahmei, Saeedabad, Doulatpur, Moro, Shahpur Cambar Wadhar Sarbari, 68 Mori |
| 'n | Mirpur Khas | 562,700 | 336,800 | 899,500 | ongravi, comments of the comment of |
| 9 | Jacobabad | 221,700 | 182,300 | 404,000 | Jacobabad city, Sultan kot, Humayoon, Abaad, Mirpur Burio, Dera Allahyar, D.M.Jamali, Dilmurad, Odhano, Tangwani, Ustamohammad, Mulladad, Gouspur |
| 7 | Dadu | 495,500 | 525,700 | 1,021,200 | Dadu city, Sehwan, Phulji, K.N Shah, Seeta, Mehar, Bhan Saeedabad, Bobak, Kakar, Johi, Kara Kot, Khudabad, Moro, Doulatpur, New Jatoi |
| 80 | Badin | 191,200 | 108,200 | 299,400 | Badin city, Sijawal, Golarchi, Talhar, Nino, Tando Bago, Serani, Kadhan, Tarai, Pingrio, Rajokhanani, Piru Lashari, Chorewah, Khari, Lowari, Kario |
| 6 | Mithi | 606,300 | 508,700 | 1,115,000 | Mithi City, Chalahar, Joru, Pabhur, Malhar, Naukot, Vijito, Bhavejo, Islamkot, Khariho, Bayato, Arniyaro, Janjhar, Barach, Dharar, Seengaro |
| 10 | NausheroFeroz | 345,900 | 351,700 | 009'269 | Naushahero city, Moro, Bhirpa city, Bhiria Road, Kandiyaro, Hallani, Mehrabpur, Tharo Shah, Faiz Ganj, New jatoi, Kotri kabir, Patedan |
| 11 | Sanghar/ Shahdadpur | 642,800 | 306,700 | 949,500 | Sanghar city, Sindhri, Shahdadpur, Tando Adam, Uderolal, Sanjhoro, Kandiari, Workshop, Shahpur Chakar, Khadro, Jhol, Kunri, jeyaabad, Kurkli |
| 12 | Shikarpur | 383,700 | 349,200 | 732,900 | Shikarpur city, Ghari Yassen, Sultankot, Lukhy, Jahaniyan, Thul, Chak, Madeji, Rustam, Wazirabad, Sonwah, Nim, Jagan, Khanpur, Pir Bux Shujrah, Bagirji. Rahimabad |
| 13 | Sukur | 346,500 | 308,800 | 655,300 | Sukur City, Shikarpur, Sultankot. |
| 14 | Tando Allayar | 95,250 | 68,700 | 163,950 | |
| 15 | Tando Adam | 210,600 | 133,200 | 343,800 | Tando Adam, Tando Allayar, Shahdadpur, Matiari, Hala, Bhit Shah, Sakrand, Nawabshah, Tando Jam, Odero Lal, Mirpurkhas, Hyderabad, Tando Ghulam Ali, Sijawal, Jam shoro, Shah pur, Umerkot, Matli. |
| 16 | Khairpur | 446,600 | 48,900 | 495,500 | Khairpur, Sukkur, Larkana, Shikarpur,Kotdigi, Gumbat, Ranipur, Peer Jo Goth, Their, Kumb, Rohri, Panoaqil, Ghari Yaseen, Lakhi Ghulam Shah, Naudero, Ratodero. Madeji, Dokri, National Highway. |
| 17 | Umerkot | 239,700 | 000'86 | 337,700 | Umerkot district (Samaro, Kunri and others) including Chore cantonment, Khokhropar, Mirpurkhas, Mithi district headquarter of Tharparkar, Cachro town, Islamkst town, major towns in Samphar district, parts of Badin district. |
| 18 | Ghotki | 526,500 | 255,000 | 781,500 | Ghotki district, Sukkur, Rohri, Punno Aqil in Sukkur district, Kandhkot and Kashmore and other areas in Kashmore district. Thul and some parts of district Jacobabad, district Shikarpur and a minor area of district Khairpur Mirs, Kot Sabzal and Sadiqabad in Sadiqabad district of Punjab. |
| | Total | 8,464,520 | 5,949,600 | 14,414,120 | |
| | | | | | |



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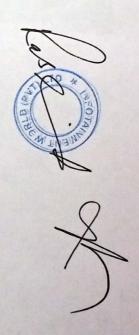
MEDIA PLAN 2021

Client : Reform Support Unit (RSU)

Station : Karachi, Hyderabad, Sukkur, Tando Allayar, Dadu, Badin, Shikarpur, Sanghar, Nausheroferoz, Mithi (Tharparkar), Nawabshah, Larkana, Mirpurkhas, Jacobabad, Ghotki, Umerkot, Tando Adam & Khairpur.

| | П | 7 | 7 | ٦ | 7 | | | | 7 | 7 | 7 | 7 | | |
|-------|---------|---------|---------|---------|---------|-----------------|----------|---------|---------|---------|---------|---------|---------------|-------------|
| TOTAL | 12 | H | 10 | 9 | 60 | 7 | 6 | 5 | 4 | w | 2 | 1 | S.No | |
| | 07:00PM | 06:00PM | 05:00PM | 04:00PM | 01:00PM | 12:00PM | 11:00AM | MA08:01 | MA00:01 | MA0E:60 | 09:00AM | 08:30AM | Timings | |
| | | | | | | 00 000 - 00 000 | 60 60 60 | | | | | | Spot Duration | |
| 12 | 1 | 1 | 1 | - | _ | 1 | - | 1 | _ | - | - | - | 1st | |
| 12 | 1 | 1 | 1 | , | 1 | 1 | 1 | 1 | 1 | - | - | 1 | 2nd | |
| 12 | 1 | 1 | 1 | - | - | 1 | 1 | - | 1 | - | - | - | 3rd | |
| 12 | 1 | 1 | 1 | 1 | - | - | 1 | 1 | - | - | - | - | \$ | N |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | Sth | R |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | - | - | 65 | |
| 12 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | 1 | - | - | 7th | |
| 12 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | - | - | ٢ | - | 8th | |
| 12 : | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | - | - | - | 9th 1 | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 10th 1 | Y |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | ۲ | 11th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | - | - | 12th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 13th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 15th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 17th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1.8th | 1000 |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | h 19th | |
| | | | | | | | | | | | | | - | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 | 1 | - | 1 | 20th 2 | 100 |
| 12 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2151 | |
| 12 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 22nd | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 23rd | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 24th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 25th | |
| 12 | | - | 1 | - | _ | _ | 1 | 1 | - | 1 | 1 | 1 | h 26th | |
| | | | | | | | | | | 180 | 63 | 100 | | 100000 |
| 12 | 1 | 1 | - | 1 | - | 1 | - | 1 | - | - | - | - | 27th 2 | |
| 12 | - | - | 1 | - | - | - | - | - | 1 | 1 | - | 1 | 28th | |
| 12 | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 29th | |
| 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 30th | S. C. S. |
| 360 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | Total Spots | NA PERSONAL |

Total Cost : 1,800,000/- (Including GST)



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TERMS OF REFERENCES (TORs) (b)

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 Reform Support Unit's objective, SE&LD is looking for a capable and experienced media communication firm for the following assignment.
- Raising awareness among Communities, Parents, Students, Teachers of Sindh province on the importance of following the Government SOPs and safe school reopening.
- Several Radio Data Communication (Spots): Up to 12 (Twelve) per day, the duration of each spot (voiceover) may be under 90 seconds duration.
- Target Audience: Parents, Community, Teachers and Students.
- 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 a communication message script of under 90 seconds duration and approve the script and its translations into desired languages, i.e., Urdu & Sindhi.
- Develop the voiceover recording (according to the requirement of Purchasers), preferably voice of ED Official 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 the final submission date to 31st December 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.

 REQUENCY:

FREQUENCY:

- The campaign will run a total of 12 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. RSU will provide the Scripts for Urdu and Sindhi messages. In addition, 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 a week from the date of signing the contract and shall sustain till 31st December 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.



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| | \neg | | | | | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
|---------------------------|--|--------------------------------------|------------------------|----------------|--------------|-----------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | | | | | Day-30 | -1 | | - | -1 | - | н | н |
| | | | | | 67-Yea | 1 | 1 | -1 | 1 | - | | н |
| | | | | | Day-28 | -1 | 1 | 1 | -1 | п | - | 1 |
| | | | | | 72-YeQ | 1 | 1 | -1 | -1 | н | - | н |
| | | | | | 9Z-YeQ | 1 | 1 | 1 | 1 | н | н | н |
| | | | | | Day-25 | 1 | 1 | -1 | 1 | | | н |
| | | | | | Day-24 | 1 | -1 | 1 | -1 | 1 | н | |
| | | | | | Day-23 | 1 | | 1 | н | -1 | 1 | 1 |
| | | | | | Day-22 | 1 | 1 | 1 | 1 | 1 | 1 | - |
| | | | | | Day-21 | 1 | н | - | н | 1 | н | н |
| | | | | | Day-20 | 1 | 1 | 1 | 1 | 1 | 1 | н |
| | | | | | 61-Y5Q | 1 | 1 | 1 | П | 1 | н | н |
| | ince | | | | Day-18 | 1 | н | н | н | 1 | 1 | н |
| | prov | | | | Day-17 | 1 | - | 1 | 1 | 11 | н | н |
| | Sindh Province or maximum coverage in the province | ay) | | | Day-16 | 1 | 1 | 1 | 1 | 1 | 1 | н |
| SEL | age i | er da | S | | Day-15 | 1 | н | 1 | 1 | 1 | н | |
| lit, | over | pot p | Day | 021 | Day-14 | 1 | 1 | 11 | н | н | н | н |
| Reform Support Unit, SELD | unu c | 8:30 AM to 7:15 PM (12 Spot per day) | Total Spot for 12 Days | November, 2021 | Day-13 | 1 | н | н | Н | п | н | н |
| odc | naxin | PM : | ot fo | vemk | S1-yed | 1 | н | 1 | н | 1 | н | н |
| Sup | or m | 7:15 | al Sp | No | II-yed | 1 | 11 | н | н | н | 1 | н |
| orm | vince | M to | Tot | | Day-10 | 1 | н | 1 | н | 1 | - | - |
| Ref | Pro' | 30 A | | | 6-ysQ | н | н | -1 | н | н | н | -1 |
| | Sindh | 80 | | | 8-yed | - | 1 | -1 | н | н | - | н |
| | All over | | | | 7-ysd | н | 1 | н | н | - | н | 1 |
| | All | | | | 9-YEQ | н | 1 | 1 | 1 | -1 | н | - |
| | | | | | Z-YEQ | 1 | 1 | 1 | 1 | н | н | -1 |
| | | | | | P-YEQ | 1 | 1 | 1 | 1 | н | н | н |
| | | | | | E-YEG | 1 | 1 | 1 | 1 | н | 1 | -1 |
| | | | | | Day-2 | 1 | 1 | 1 | 1 | 1 | н | н |
| | | | | | Day-1 | н | н | F | 1 | 1 | 1 | н |
| | | | | | in Second | 06-09 | 06-09 | 06-09 | 06-09 | 06-09 | 06-09 | 06-09 |
| | | 1 4. | Particulars | 1 | Spot | Minister Education | Secretary SELD | CPM-RSU | Minister Education | Secretary SELD | CPM-RSU | Minister Education |
| | | | Parti | 5 | A SWA | 08:30 AM, to 09:00 | 09:30 AM to 10:00 AM | 10:30 AM to 11:00 AM | 11:30 AM to 12:00 PM | 12:30 PM to 01:00 PM | 01:30 PM to 02:00 PM | 02:30 PM to 03:00 PM |
| | | | | | Spot | 1 | 2 | 3 | 4 | 5 | 9 | 7 |
| | | | | | | | | | | | | |

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(d) <u>BID DATASHEET</u>

| | 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 2021. |
| 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 |
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| 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)] Single Stage: Single Envelope Procedure: (a) The bid shall comprise a single package containing both Financial Bid and the Technical Bid. (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. (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. (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

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.

(e) The bid found to be the lowest evaluated & responsive shall be

(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

| ITB 13.3 (d) | Preparation and Submission of Bids Refer to SECTION-VI; (Qualification/eligibility criteria) |
|--------------|--|
| ITB 15.1 | |
| 116 15.1 | 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)]. |
| | The bid security shall be forfeited: |
| | If a Bidder withdraws its bid during the period of its validity and the bidder with PidE. BidE. |
| | specified by the bidder on the Bid Form; or |
| | • In the case of a successful bidder, if the bidder fails to; |
| | Sign the contract; or |
| ITB 16.1 | Does not abide by the terms of the Contract Agreement. |
| 11 10.1 | Bid validity period: |
| | (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. (ii) The RSU shall be obligated to process and evaluate the bid within the |
| | brocess and evaluate the blu within th |
| | 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. |
| | (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)]. |
| | (v) 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)] |
| | 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 |

Purchase/Work Order(s) shall be given on a need basis under agreed contract

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| 1 | | terms and conditions. |
| | 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 |
| | | 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. |
| | ITB 18.2 (a) | Submission of Bids: The sealed envelopes shall bear the name and address |
| | 110 1012 (11) | of the bidder, the tender reference number and the subject of the |
| | | procurement. |
| | | If envelopes are not sealed and marked as required, RSU will assume no |
| | | responsibility for the misplacement or premature opening of the bid. |
| | | A sealed bid shall be delivered by hand or courier services to the Chief |
| | | Program Manager, Reform Support Unit, School Education & Literacy |
| | | Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS- |
| 1 | | Chalmah a Fairel Versahi Circle It shall be the hidder's responsibility to |
| 1 | | 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. |
| | | received at the mentioned address before the deadline for bid submission. |
| | | Soft copy bids or bids sent through e-mails shall be rejected. |
| | ITB 18.2 (b) | NIT title and number: RSU/SESP/PSM/22/2021 |
| | ITB 19.1 | 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 Thursday 7th October 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. |
| | | 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. |
| | | Bidders shall not have the option of submitting their bids electronically. |
| | ITB 22.1 | 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 Thursday 7th October 2021, at 15:30 hours PST (local time) |
| | | 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. Note: To avoiding overcrowding at the public bid opening meeting, only one |
| | | Note: To avoiding overcrowding at the public old opening meeting, only one |
| | | representative of a participating bidder, wearing a COVID-19 protective |
| | | mask, shall be allowed to attend the meeting. |
| | ITB 24 | Preliminary Examination: RSU will examine the bids to determine |
| | | whether the bids are complete, 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. |
| | | responsive by the bidder by correction of the holleomornity. |

| | Bid Evaluation |
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| ITB 25.3 | Criteria for bid evaluation: 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. |

| ITB 26 | Contacting the Procuring Agency: No Bidder shall contact the Procuring to |
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| 11 B 20 | account on any matter relating to its bid. If oil ille time of the of |
| | the time of contract award A bidder spall not blovide any furties |
| | information about the submitted hid after the deadline for old submission |
| | and are requested by the Purchaser A hitter may, III willing, inquire about |
| | the status of the procurement process or subjinit a request for claim cations of |
| | for a ravious after the release of results of the blu evaluation process. |
| | A pidder to influence the Procuring agency III its decisions on |
| | bid evaluation, bid comparison or contract award may result in rejection of |
| | the bidder's bid. |
| | Contract Award |
| ITB 27 | Post Qualification: The Procuring and Disposing Entity may undertake a |
| 1102/ | post qualification on the Best Evaluated Bidder to commit whether the best |
| | evaluated bidder has the capacity and financial resources to execute the |
| | procurement. |
| ITB 28 | Award Criteria: RSU will award the contract to the successful bidder, |
| 11 11 20 | 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 |
| ITB 30 | Procuring agency is right to accept any bid and to reject any or all bids: |
| 111130 | 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). |
| | |
| ITB 31 | 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. |
| ITB 32 | 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. Stamp Duties: Stamp Duty (as applicable under stamp act 1989) @ rate of |
| ITB 33 | 0.35% of the contract price to be paid by the successful bidder. (This rate at |
| | 0.35% of the contract price to be paid by the successful bluder. (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. |
| ITB 34 | |
| | Corrupt or Fraudulent Practices: |
| | (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 |
| CONTRACT OF THE | price or quality of the product. |



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(e) GENERAL CONDITIONS OF CONTRACT.

| 1. Definitions | In this contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the Agreement entered into between the Procuring agency and the 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. (a) "GCC" means the Contract Conditions of Goods to the supplier covered under the contract. | | | |
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| | (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 | 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract. | | | |
| 3. Country of Origin | 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. 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. 3.3 The origin of Goods and Services is distinct from the nationality of the | | | |
| 4. Standards | Supplier. 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. | | | |
| 5. Use of Contract Documents and Information ; Inspection | 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 | | | |

| Government | 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. | |
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| | 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. | |
| | 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. | |
| 6. Patent Rights | 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. | |
| 7. Performanc e Security | 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. 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. | |
| | 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: | |
| | (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; | |
| | Or | |
| | (b) a cashier's or certified check. | |
| | 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. | |
| 8. Inspections and Tests | 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. 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. 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. 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 | |
| | reject the Goods after the Goods arrival in the Procuring agency's | |
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| | country shall in no way be limited or waived by reason of the Goods |
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| | having previously been inspected, tested, and passed by the |
| | Procuring agency or its representative prior to the Goods' shipment |
| | from the country of origin. |
| | 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this contract. |
| 9. Packing | 9.1 The Supplier shall provide such packing of the Goods as is required |
| , rucking | 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. |
| | 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. |
| 10. Delivery and | 10.1Delivery of the Goods shall be made by the Supplier in accordance |
| Documents | 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. |
| 11. Insurance | 10.2Documents to be submitted by the Supplier are specified in SCC. |
| 11. Insulance | 11.1The 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. |
| 12. Transporta | 12.1The Supplier is required under the Contact to transport the Goods to |
| tion | 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. |
| 13. Incidental | 13.1The Supplier may be required to provide any or all of the following |
| Services | services, including additional services, if any, specified in SCC: |
| | (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. |
| | 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 |
| 14. Spare Parts | charged for other parties by the Supplier for similar services. |
| 14. Spare Parts | 14.1As specified in SCC, the Stopplier may be required to provide any or all of the following materials, notifications, and information |
| | pertaining to spare parts manufactured or distributed by the |
| THE SHAPE | Supplier: |
| | (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 |
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| | (b) in the event of termination of production of the spare parts: | |
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| | 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 | 15.1The 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. | |
| | 15.2This 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. | |
| | 15.3The Procuring agency shall promptly notify the Supplier in writing | |
| | of any claims arising under this warranty. | |
| | 15.4Upon 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. | |
| | 15.5If 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 | |
| 16 Dawn and | against the Supplier under the contract. 16.1The method and conditions of payment to be made to the Supplier | |
| 16. Payment | under this contract shall be specified in SCC. | |
| | 16.2The 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. | |
| | 16.3Payments shall be made promptly by the Procuring agency, but in | |
| | no case later than sixty (60) days after submission of an invoice or | |
| Mark Street | claim by the Supplier. | |
| | 16.4The currency of payment is Pak. Rupees. | |
| 17. Prices | 17.1Prices 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. | |
| 18. Change | 18.1The Procuring Agency may at any time, by a written order given to | |
| Orders | the Supplier pursuant to GCC Clause 31, make changes within the | 1 |
| Orders | general scope of the contract in any one or more of the following: | X |
| | (a) drawings, designs, or specifications, where Goods to be | 1 |
| | 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. | |
| | 18.2If any such change causes an increase or decrease in the cost of or | |
| STAN STAN STAN STAN | and / | 1 |

| | 11 resear of the Goods |
|-----------------|--|
| | country shall in no way be limited or waived by reason of the Goods |
| | country shall in no way be limited of warved by the having previously been inspected, tested, and passed by the having previously been inspected, tested, and passed by the |
| | Procuring agency of its representative p |
| | from the country of origin. |
| | |
| | 8.5 Nothing in GCC Clause 8 shall in any warranty or other obligations under this contract. any warranty or other obligations under this contract. |
| | 9.1 The Supplier shall provide such packing of the Goods as is required |
| . Packing | 9.1 The Supplier shall provide such packing of the Goods as to be a supplier shall provide such packing of the Goods as to be a supplier shall provide such packing of the Goods as to be a supplier shall be supplier shall be a supplier shall be a supplier shall be a supplier shall be a supplier shall be supplier |
| | to prevent their damage or deterioration during the destination, as indicated in the contract. The packing shall be destination, as indicated in the contract, rough handling during |
| | destination, as indicated in the contract. The packing sufficient to withstand, without limitation, rough handling during sufficient to withstand, without limitation, rough handling during sufficient to withstand, without limitation, rough handling during |
| | sufficient to withstand, without limitation, fough hands and exposure to extreme temperatures, salt and precipitation transit and exposure to extreme Packing case size and weights shall |
| | transit and exposure to extreme temperatures, said and properly during transit, and open storage. Packing case size and weights shall during transit, and open storage appropriate, the remoteness of the |
| | during transit, and open storage. Packing case size that take into consideration, where appropriate, the remoteness of the take into consideration, where appropriate, the remoteness of the |
| | take into consideration, where appropriate, the removement of the remove and the absence of heavy handling facilities |
| | Goods Illiai destination and |
| | at all points in transit. 9.2 The packing, marking, and documentation within and outside the |
| | 9.2 The packing, marking, and documentation within the packages shall comply strictly with such special requirements as packages shall comply strictly with such special requirements as |
| | packages shall comply strictly with such special requirements shall be expressly provided for in the contract, including additional 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. 10.1Delivery of the Goods shall be made by the Supplier in accordance |
| 0. Delivery and | |
| Documents | with the terms specified in the Schedule of the details of shipping and/or other documents to be furnished by the |
| | a ti |
| | Supplier are specified in SCC. 10.2Documents to be submitted by the Supplier are specified in SCC. |
| | the same of the confine confin |
| 11. Insurance | |
| | 1 1: 1 hanne inquirence coverage is seller 5 responsibility. |
| | 12.1The Supplier is required under the Contact to transport the Goods to |
| 12. Transporta | a specified place of destination within the Procuring agency's |
| tion | transport to such place of destination in the Flocusing |
| | 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. |
| | 13.1The Supplier may be required to provide any or all of the following |
| 13. Incidental | services, including additional services, if any, specified in SCC: |
| Services | (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. |
| | 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. |
| 14 Spara Pouts | 14.1As specified in SCC, the Supplier may be required to provide any |
| 14. Spare Parts | or all of the following materials, notifications, and information |
| | northining to grove points additional or distributed by the |
| | pertaining to spare parts manufactured or distributed by the |
| 第32 1. 集 | C1: |
| | Supplier: |
| | (a) such spare parts as the Procuring agency may elect to |
| | (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall |
| | (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 |
| | (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall |

| | the time required for, the Supplier's performance of any provisions |
|---------------------------|--|
| | 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. |
| 19. Contract | 19.1Subject to GCC Clause 18, no variation in or modification of the |
| Amendments | terms of the contract shall be made except by written amendment |
| | signed by the parties |
| 20. Assignment | 20.1The Supplier shall not assign, in whole or in part, its obligations to |
| | perform under this contract, except with the Procuring agency's |
| 21. Subcontracts | prior written consent. 21.1The Supplier shall notify the Procuring agency to write all |
| 21. Subcontracts | 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. |
| | 21.221.2 Subcontracts must comply with the provisions of GCC Clause |
| | 3. |
| 22. Delays in the | 22.1Delivery of the Goods and performance of Services shall be made |
| Supplier's Performance | by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements. |
| renturmance | 22.2If 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. |
| | 22.3Except 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 |
| . T'!3.4.3 | damages. |
| 23. Liquidated Damages | 23.1Subject 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) |
| Damages | 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 |
| 24. Termination | contract pursuant to GCC Clause 24. 24.1The Procuring Agency, without prejudice to any other remedy for |
| for Default | breach of contract, by written notice of default sent to the Supplier, |
| 101 Delault | may terminate this contract in whole or in part: |
| | (a) if the Supplier fails to deliver any or all of the Goods within |
| | the period(s) specified in the contract, or within any |
| S. Santanian | extension thereof granted by the Procuring agency |
| 3.13.11 | 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 |
| | an according to the fact that the same of the fact |
| | engaged in corrupt or fraudulent practices in competing for or in executing the contract. |

| | For this clause: |
|--|---|
| | "corrupt practise" 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 to |
| | influence a procurement process or the execution of a |
| | contract to the detriment of the Borrower and includes |
| | collusive practice among Bidders (before 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. |
| | 24.2If the Procuring agency terminates the contract in whole or in part, |
| | according to GCC Clause 24.1, the Procuring agency may procure |
| | upon such terms. 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 the |
| The state of the s | performance of the contract to the extent not terminated. |
| 25. Force | 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, |
| Majeure | 25.2the Supplier shall not be liable for forfeiture of its performance |
| | security, liquidated damages, or termination for default if and to the |
| And the second | 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. |
| 6. 9 | 25.3For 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. |
| | 25.4If 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. |
| 26. Termination | 26.1The Procuring agency may at any time terminate the contract by |
| for | giving written notice to the Supplier if the Supplier becomes |
| Insolvency | bankrupt or otherwise insolvent. In this event, termination will be |
| Insurvency | 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. |
| 27. Termination | 27.1The Procuring agency, by written notice sent to the Supplier, may |
| for | terminate the contract, in whole or in part, at any time for its |
| Convenience | 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. |
| | 27.2The 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: |
| | (a) to have any portion completed and delivered at the Contract |
| Residence of the second | terms and prices; and/or |
| | (b) to cancel the remainder and pay to the Supplier an agreed |
| THE REAL PROPERTY. | amount for partially completed Goods and Services and for |
| | materials and parts previously procured by the Supplier. |
| 28. Resolution | 28.1The Procuring agency and the Supplier shall make every effort to |
| of Disputes | resolve amicably by direct informal negotiation any disagreement |
| | direct informat negotiation any disagreement |
| | rost // |

| 20 Coverning | or dispute arising between them under or in connection with the contract. 28.2If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve a Contract dispute amicably, 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. 29.1The contract shall be written in the language specified in SCC. |
|---------------------------|---|
| 29. Governing Language | 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 |
| 30. Applicable Law | 30.1The contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC. |
| 31. Notices | 31.1Any 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. 31.2Notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 32. Taxes and Duties | 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. |



(f) 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 corresponding clause number of the GCC is indicated in parentheses.

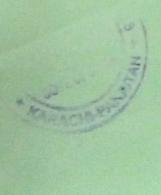
| indicated in parenti | icses. |
|--|---|
| 1. Definition (GCC Clause 1) | GCC 1.1 (g)—The Procuring agency is: Reform Support Unit, School Education & Literacy Department, Government of Sindh |
| | GCC 1.1 (h)—The Procuring agency's country is: Pakistan |
| | GCC 1.1 (i)—The Supplier is: The Infotainment World (Pvt.) Ltd. (Hotfm 105) |
| 2. Country of | |
| Origin | As indicated in the bidding documents, all countries and territories, |
| (GCC Clause 3) | "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement". |
| 3. Performance Security (GCC Clause 7) | 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 Funds within seven (7) days of issuance of letter of acceptance. The performance security shall be valid for |
| 4. Inspections and | 90 days beyond the date of successful completion of the contract. |
| Tests (GCC Clause 8) | GCC 8.1 The representative of RSU or his nominee may inspect the media house or any faculty whenever needed. |
| 5. Packing (GCC Clause 9) | GCC 9.3 Not Applicable |
| 6. Delivery and Documents (GCC Clause 10) | GCC 10.3 Broadcasting of audio messages from radio stations, the bidder shall notify the Purchaser and mail the following documents to the Purchaser: |
| | (i) Report giving details of the programs and progress on the broadcast of PSMs; specific mentioning of strengths, weaknesses, and suggestions to be incorporated in the following radio programs; |
| | (ii) Submission of the final detail and transmission certificate of spots /report of Reach/ Impact, including one whole day transmission recording DVD/USB. |
| 7. Insurance (GCC Clause 11) | 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. |
| 8. Spare Parts (GCC Clause 14) | GCC 14.1 Additional spare parts requirements are Not Applicable. |

| 9. Payment (GCC Clause 16) | (i) GCC 16.1 Payment for Goods and Services supplied will be as under: (ii) Payment shall be made in Pak Rupees, as follows: | | | | |
|---|--|---|---|---|---|
| | SN | | 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 | 2 | 0% | |
| | 3 | the draft script 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 (of required ED Official), including the suitable background music into Urdu/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, including one whole day transmission recording DVD/USB | 4 | All remaining amount | |
| 10. Prices (GCC | GCC 17 | 1 Prices shall be fixed | | | |
| Clause 17) 11. Liquidated Damages (GCC Clause 23) | of delaydagreed in be 10% of the control damages document payment security | 11 Liquidated damages of 0.5% of the ced delivery of supplies/services, countent the signed contract. The maximum and the contract price, and after that, RSU ract. Besides, RSU reserve the right to caupon the bidder's submission of accepts. If RSU cannot deduct the liquidate s, RSU shall claim the entire amount of performance bond from the guarantee. | d from the sinount of lique U reserves the cancel part of table reason d damage from the performage institut | tated delivery date as idated damages shall are right to terminate r all liquidated s and supporting om pending nance security, bid ion, deduct the | |
| 12. Force Majeure (GCC Clause 25) | applicab of the fu For the obeyond t performa reasonab is not lin flood or action (e the power | le liquidated damage amount, and returnds to the bidder. contract, "Force Majeure" shall mean at the reasonable control of a Party, and wance of its obligations hereunder impossible to the considered impossible in the control to, war, riots, civil disorder, earth other adverse weather conditions, strik except where such strikes, lockouts or our of the Party invoking Force Majeure ion by government agencies. Force Majeure shall not include | n the balance n event or every which makes asible or so in ircumstance quake, fire, of es, lockouts other industri | vents which are a Party's mpractical as s, and includes, but explosion, storm, or other industrial al action are within | X |
| | | (a) Any event which is intentional action o | | | 5 |

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| | contractors or agents or employees; nor (b) Any event which a diligent Party could reasonably | | | |
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| | have been expected to both: | | | |
| | (i) Take into account from the effective date of | | | |
| | the contract; and | | | |
| | (ii) Avoid or overcome in the carrying out of its | | | |
| | (c) Insufficiency of funds or failure to make any | | | |
| | payment required hereunder. | | | |
| | The failure of a Party to fulfil any of its obligations hereunder shall | | | |
| | not be considered to be a breach of, or default under, the contract | | | |
| | insofar as such inability arises from an event of Force Majeure, | | | |
| | provided that the party affected by such an event has taken an | | | |
| | reasonable precautions, due care and appropriate alternative measures, all to | | | |
| | carry out the terms and conditions of the contract | | | |
| | III. A Party affected by an event of Force Majeure shall take all | | | |
| | reasonable efforts to | | | |
| | (a) Remove such Party's inability to fulfil its | | | |
| | obligations hereunder with a minimum of delay; and | | | |
| | (b) Minimize the consequences of any event of Force Majeure. | | | |
| | IV. A Party affected by an event of Force Majeure shall notify the other | | | |
| | Party of such event | | | |
| | as soon as possible, and in any event not later than twelve (12) hours | | | |
| | following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the | | | |
| | restoration of normal conditions as soon as possible. | | | |
| | V. During the period of their inability to perform the Services as a result | | | |
| | of an event of Force | | | |
| | Majeure, the Contractor shall be entitled to a negotiated payment limited to the costs reasonably and necessarily incurred by them due | | | |
| | to Force Majeure period. See examples under SCC for common force | | | |
| | majeure situations and how they will be handled. | | | |
| | VI. Not later than six (06) hours after the Contractor, as the result of an | | | |
| | event of Force Majeure, has become unable to perform a material portion of the | | | |
| | Services, the Parties shall consult with each other with a view to | | | |
| | agreeing appropriate measures to be taken in the circumstances. | | | |
| 3. Resolution of | GCC 28.3- The dispute resolution mechanism to be applied pursuant to GCC | | | |
| Disputes | Clause 28.2 shall be as follows: | | | |
| (GCC Clause 28) | In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the | | | |
| 20) | laws of the Procuring agency's country. | | | |
| 4. Governing | GCC 29.1 The Governing Language shall be: English. | | | |
| Language | | | | |
| (GCC Clause 29) | | | | |
| 5. Applicable | GCC 30.1-The Contract shall be interpreted in accordance with the laws of the | | | |
| Law (GCC | Islamic Republic of Pakistan, which includes the following legislation: | | | |
| Clause 30) | The Employment of Children (ECA) Act 1991 The Rended Lebour System (Abelition) Act of 1992 | | | |
| | The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934 | | | |
| 6. Notices (GCC | GCC 31.1 The procuring agency's address for notice purposes: | | | |
| Clause 31) | Capt. (Retd) Abdul Sattar Isani | | | |
| | (Chief Program Manager) | | | |
| | Reform Support Unit School Education & Literacy Department | | | |
| | Government of Sindh | | | |
| | Address: Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, | | | |
| | Karachi, Sindh. | | | |
| | Telephone: +92-21-34320248 | | | |
| 7. Taxes and | E-mail address: cpm.rsu.sindh@gmail.com The bidder shall pay such direct or indirect taxes, duties, fees, and other | | | |
| Duties (GCC | impositions levied under the Applicable Law as specified in the bidding | | | |
| Clause 32) | document, the amount of which is deemed to have been included in the Contract | | | |
| | Price. | | | |
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| 18. Definition (GCC Clause 1) | GCC 1.1 (g)—The Procuring agency is: Reform Support Unit, School Education & Literacy Department, Government of Sindh GCC 1.1 (h)—The Procuring agency's country is: Pakistan GCC 1.1 (i)—The Supplier is: Infotainment World (Pvt.) Limited. |
| 19. Country of Origin (GCC Clause 3) | As indicated in the bidding documents, all countries and territories, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement". |
| 20. Performance Security (GCC Clause 7) | 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. |
| 21. Inspections and Tests (GCC Clause 8) | GCC 8.1 The representative of RSU or his nominee may inspect the media house or any faculty whenever needed. |
| 22. Packing (GCC Clause 9) | GCC 9.3 Not Applicable |
| 23. Delivery and Documents (GCC Clause 10) | GCC 10.3 Broadcasting of audio messages from radio stations, the bidder shall notify the Purchaser and mail the following documents to the Purchaser: |
| | 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; |
| | (iv) 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 |
| 24. Insurance (GCC Clause 11) | 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. |
| 25. Spare Parts (GCC Clause 14) | GCC 14.1 Additional spare parts requirements are Not Applicable. |



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| | (111) F | ayment shall be made in Pak Rupees, | as follows: | |
|--|---|--|--|--|
| | 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 |
| 7. Prices (GCC Clause 17) 8. Liquidated Damages (GCC Clause 23) 9. Force Majeure (GCC Clause 25) | GCC 23. of delays agreed in be 10% of the control damages document payment security applicable of the fur agreement is not limited flood or action (e | I Liquidated damages of 0.5% of the ced delivery of supplies/services, counter the signed contract. The maximum and the contract price, and after that, RSU act. Besides, RSU reserve the right to cupon the bidder's submission of acceptats. If RSU cannot deduct the liquidate s, RSU shall claim the entire amount of or performance bond from the guarante de liquidated damage amount, and returneds to the bidder. Contract, "Force Majeure" shall mean and the reasonable control of a Party, and wance of its obligations hereunder impossibly to be considered impossible in the cinited to, war, riots, civil disorder, eartheother adverse weather conditions, strike except where such strikes, lockouts or over of the Party invoking Force Majeure | d from the standard of liquid and a reason d damage from the liquid and a reason d damage from the liquid and the performation the balance of the performation the balance of the liquid and the liquid a | tated delivery date as idated damages shall be right to terminate all liquidated as and supporting bance security, bid ion, deduct the ents which are a Party's appractical as and includes, but explosion, storm, or other industrial all action are within |

| 34. Taxes and | E-mail address: cpm.rsu.sindh@gmail.com The bidder shall pay such direct or indirect taxes, duties, fees, and other | | | | |
|--|--|--|--|--|--|
| 33. Notices (GCC Clause 31) | Capt. (R) Abdul Sattar Essani (Chief Program Manager) Reform Support Unit School Education & Literacy Department Government of Sindh Address: Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh. Telephone: +92-21-34320248 | | | | |
| 2. Applicable Law (GCC Clause 30) | Islamic Republic of Pakistan, which includes the following legislation: The Employment of Children (ECA) Act 1991 The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934 GCC 31.1 The procuring agency's address for notice purposes: | | | | |
| Language (GCC Clause 29) | GCC 29.1 The Governing Language shall be: English. GCC 30.1-The Contract shall be interpreted in accordance with the laws of the | | | | |
| 0. Resolution of Disputes (GCC Clause 28) | GCC 28.3- The dispute resolution mechanism to be applied according to GCC Clause 28.2 shall be as follows: In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration under the laws of the Procuring agency's country. | | | | |
| | event of Force Majeure has become unable to perform a material portion of the Services, and the Parties shall consult with each other to agree appropriate measures to be taken in the circumstances. | | | | |
| | Majeure, the Contractor shall be entitled to a negotiated payment limited to the costs reasonably and necessarily incurred by them due to the Force Majeure period. See examples under SCC for common force majeure situations and how they will be handled. XII. Not later than six (06) hours after the Contractor, as the result of an | | | | |
| | as soon as possible, and in any event not later than twelve (12) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. XI. During the period of their inability to perform the Services as a result of an event of Force | | | | |
| | (d) Minimize the consequences of any event of Force Majeure. X. A Party affected by an event of Force Majeure shall notify the other Party of such event | | | | |
| | carry out the terms and conditions of the contract IX. A Party affected by an event of Force Majeure shall take all reasonable measures to (c) Remove such Party's inability to fulfil its obligations hereunder with the minimum of delay; and | | | | |
| | not be considered to be a breach of, or default under, the contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and appropriate alternative measures, all to | | | | |
| | (iv) Avoid or overcome in the carrying out of its obligations; nor (f) Insufficiency of funds or failure to make any payment required hereunder. VIII. The failure of a Party to fulfil any of its obligations hereunder shall | | | | |
| | (e) Any event which a diligent Party could reasonably have been expected to both: (iii) Take into account from the effective date of the contract; and | | | | |
| | intentional action of a Party or such Party's Sub- contractors or agents or employees; nor | | | | |

| Duties Claus | s (GCC e 32) | impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price. |
|-----------------|--|---|
| Quan Time | ey's to Vary tities at of d (GCC | The contract may be extended for similar work based on the same cost and terms and conditions mutually agreed upon by both parties (bidder and RSU-SE&LD) and based on performance for up to one (01) year. However, the performance security shall also be extended for the period mutually agreed |

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(g) PAYMENT SCHEDULE

| 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 translating 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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17.

REFORM SUPPORT UNIT



SCHOOL EDUCATION DEPARTMENT GOVERNMENT OF SINDH

NO. RESU/SESP/PSM/22/2021

Dated: 21st October 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/22/2021, NAMELY "INVITATION FOR BIDS FOR HIRING A CREATIVE ADVERTISING AGENCY/MEDIA HOUSE/BIDDER FOR PRODUCTION & BROADCASTING OF MASS AWARENESS CAMPAIGN FOR FOLLOW UP COVID SOPS AND BACK TO SCHOOL CAMPAIGN 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. 1,800,000/- (rupees eighteen lac only) as quoted by you in the financial proposal has been accepted by the Competent Authority.

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.

Abdul Malin, Szaikh
Program Officer (Finance)
Reform Support Unit-SE&LD
Government of Sindh

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

47 - E/1, 48th Street, Block # 06, PECHS, Near Nursery, Shahrah e Faisal, Karachi, Pakistan. www.rsu-sindh.gov.pk www.facebook.com/rsueld

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