

UTILITY STORES CORPORATION OF PAKISTAN (PRIVATE) LIMITED

HIRING OF FIRM FOR PR ACTIVITIES

Utility Stores Corporation of Pakistan (Private) Limited (USC) is engaged in providing daily consumption items at comparatively cheaper prices through its retail chain stores operations across Pakistan. USC intends to invite sealed proposals for engagement of a Firm to conduct “**Public Relation Activities**” as per best practices related to following functional areas:

- Media monitoring (Print, Electronic & Digital) on regular instances
- Suggesting actions regarding media monitoring actions for better image building
- Conducting risk management and crisis communication through suggesting PR initiatives
- Organizing PR Events
- Supporting USC PR team in conducting media talks/ press briefings
- Media and Influencers Management
- Provision of other services likes designing newsletters, video releases, designing content for social media, etc.

USC will use “Quality and Cost based Selection Method” under single stage-two envelope procedure. One envelope containing technical detail etc. of bidders shall clearly be marked “Technical Proposal” and the other containing the fee structure shall clearly be marked “Financial Proposal”. The outer envelope should clearly be marked “Engagement of PR Firm”.

The quotes/ bids should be addressed to the **General Manager P&PR** (USC) and should reach the office before **30-11-2021 at 11:00** hours and will be opened on the same day at **11:30** hours at USC Head Office, Plot No.2039, G-7/F-7, Jinnah Avenue, Blue Area, Islamabad, in the presence of authorized representatives of the firms, who wish to participate.

Only Technical Proposals including profile of PR firm will be opened in the presence of Firms’ authorized representatives; on the bids opening date. Technically compliant proposals will qualify for opening of financial bids.

USC reserves the right to accept or reject any or all the bids as per PPRA rules. The documents required to be submitted along with proposal can be downloaded from USC website (www.usc.org.pk) and PPRA website (www.ppra.org.pk).

General Manager (P&PR)
Utility Stores Corporation of Pakistan
Head Office, Plot No.2039, Jinnah Avenue,
Blue Area, Islamabad.
051-9245161



Tender Document
Hiring of a Public Relation (PR) Firm for Utility Stores Corporation (USC)

General Manager (P&PR)
Utility Stores Corporation of Pakistan
Head Office, Plot No.2039, Jinnah Avenue,
Blue Area, Islamabad.
051-9245161
www.usc.org.pk

Scope of Work

1. Introduction

Utility Stores Corporation of Pakistan (Private) Limited (hereinafter referred “USC”) is registered as Private Limited Company under the Companies Act, 1913 (Subsequently called Companies Ordinance 1984, now called Companies Act, 2017). At present USC is operating almost 4,000 retail stores throughout the Country. The objective of USC is to protect real income of the people by selling essential consumer items at prices lower than those prevailing in the open markets; to act as a price moderator in market and deterrent to profiteering, hoarding and black marketing by the private sector.

2. Objective of Assignment

The objective of engaging a Public Relation (PR) firm is for better image building of USC through integrated marketing communication plans incorporating PR activities.

3. Scope

USC seeks to engage a PR firm that can work on below scope:

- Media monitoring (Print, Electronic & Digital) on regular instances
- Suggesting actions regarding media monitoring actions for better image building
- Conducting risk management and crisis communication through suggesting PR initiatives
- Organizing PR Events
- Supporting USC PR team in conducting media talks/ press briefings
- Trainings of key USC officials to enable them to respond media queries
- Media and Influencers Management
- Provision of other services likes designing newsletters, video releases, designing content for social media, etc.

The above list of functional areas is indicative only and the PR firm should also cover other aspects related to PR.

4. Timelines of the Assignment

- The PR firm will be engaged for a period of one year initially. The contract would be extendable with subject to performance evaluation.
- The PR firm will work closely with USC management to build better image of USC incorporating PR services.

Terms & Conditions

1. Invitation to Bid

USC invites sealed bids from PR firms registered with Income Tax and Sale Tax Departments and on Active Taxpayers List of FBR, engagement of PR Firm as per best market practices related to below mentioned areas:

- Media monitoring (Print, Electronic & Digital) on regular instances
- Suggesting actions regarding media monitoring for better image building
- Conducting risk management and crisis communication through suggesting PR initiatives
- Organizing PR events
- Supporting USC PR team in conducting media talks/ press briefings
- Trainings of key USC officials to enable them to respond media queries
- Media and influencers management
- Provision of other services likes designing newsletters, video releases and designing content for social media, etc.

1.1. Rules to be followed

Public Procurement Rules, 2004 shall be followed in this procurement activity, which can be obtained from PPRA website i.e. www.ppra.org.pk. In this document, unless otherwise mentioned to the contrary, “Rule” means a Rule under the PPRA Rules, 2004.

1.2. Mode of Advertisement

As per Rule 12(2) & Rule 12(3) of PPRA Rules, 2004, the tender notice is placed on PPRA’s website i.e. www.ppra.org.pk and USC website i.e. www.usc.org.pk.

The bidding document carrying all details can be obtained from USC Head Office or it can be downloaded from USC website: www.usc.org.pk and PPRA Website: www.ppra.org.pk. The bidder will pay non-refundable tender fee of Rs.5,000/- through pay order in favor of Utility Stores Corporation of Pakistan.

1.3. Type of Open Competitive Bidding

As per Rule 36(b) of PPRA Rules, 2004, Single Stage – Two Envelope Procedure as detailed below shall be followed:

Single Stage – Two Envelope Procedure

- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;
- The bid shall include one hardcopy each and soft copies of the Technical Proposal and the Financial Proposals, with the original Technical and Financial Proposal hardcopies respectively;

- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- The technical proposals shall be evaluated for compliance to technical requirement of this document for eligible bidder, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- During the technical evaluation no amendments in the technical proposal shall be permitted;
- The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
- After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- A combined evaluation of technical and financial proposals shall follow and the applicant with the winning proposal will be accepted.
- As authority competent to accept the tender, USC reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

In accordance with these rules, interested PR firms (hereinafter referred to as “Bidders”) applying for bids should submit their **Technical Bid and Financial Bid in two separate envelopes** duly marked as per instructions.

2. Instructions to Bidders

- 2.1 All bids must be accompanied with the Tender/Bid Security in favour of “**Utility Stores Corporation of Pakistan, Islamabad**”. The bids along with tender security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed at reception of Utility Stores Corporation of Pakistan Head Office, Islamabad on or before the closing date and time as mentioned in tender notice. The Technical bids will be publicly opened lot wise in the Committee Room of Utility Stores Corporation of Pakistan, Plot No. 2039, F-7/G-7 Jinnah Avenue, Blue Area, Islamabad on date & time as mentioned in the tender notice.
- 2.2 Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the Bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.3 The Purchaser will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids.
- 2.4 The Purchaser reserves the right to cancel the tender, accept or reject one or all bids under Rule 33 of the PPRA Rules, 2004.
- 2.5 Failure to supply required items/services within the specified time period will invoke penalty as specified in this tender document.

2.6 The primary contact for all correspondence in relation to this bid is as follows:

General Manager (P&PR)
Utility Stores Corporation of Pakistan
Head Office, Plot No.2039, Jinnah Avenue,
Blue Area, Islamabad.
051-9245161
www.usc.org.pk

3. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible/ liable for those costs/ expenses, regardless of the conduct or outcome of the bidding process.

4. Examination of the Tender Document

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

5. Clarification of the Tender Document

The prospective Bidders may solicit clarification of the Tender Document at pro@usc.org.pk and ppr.usc@gmail.com, within five (5) days of issuance of tender in writing. The clarification and its replies will be shared with all prospective Bidders through their official emails. Late and irrelevant queries will not be entertained.

6. Amendment of the Tender Document

6.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All such amendment(s)/ addendum(s) shall be deemed part of the Tender Document and binding on the Bidder(s).

6.2 The Purchaser shall notify the amendment(s)/ addendums in writing to the prospective Bidders.

6.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. Preparation/ Submission of Tender

7.1 Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

7.2 The Tender shall be filed in / accompanied by the prescribed Forms, annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in,

stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.

7.3 The Technical Proposal shall comprise the following, without quoting the price:

- Evidence of all conditions mentioned under eligibility criteria of the Bidder
- Technical Proposal Form (**Annexure-A**)
- Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed)
- Valid Registration Certificate for Income Tax & Sales Tax
- Power of Attorney, if an authorized representative is appointed
- Incorporation Certificate from SECP
- The Bank Draft/ Pay Order of Rs.5,000/- (non-refundable) being the Tender Fee in favor of “Utility Stores Corporation of Pakistan (Pvt) Ltd” should be attached with the Technical Proposal.
- Company’s Profile and Technical Expertise as follows:
 - Company history, background
 - Registered offices within Pakistan
 - Point of contact for all offices
 - Management and staff strength
- Profile of key officials who would be dealing with USC (**Annexure-B**)
- Reference of past assignments relevant to this tender (**Annexure-C**)

7.4 The Financial Proposal shall comprise the following:

- Financial Proposal Form (**Annexure-D**)
- Tender/Bid Security 2% of Tender Value

7.5 The Bidder shall enclose soft copies of the Technical Proposal and the Financial Proposals, with the original Technical and Financial Proposal respectively, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

7.6 This is made obligatory to affix authorized signatures with official seal on documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

7.7 The Purchaser will reject award of contract if it determines that the Bidder has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

8 Tender Price

8.1 The quoted price shall be:

- Monthly retainer fee and would not subject to variation/ escalation;
- In Pak Rupees;
- Inclusive of all taxes, duties, etc.

9 Tender/Bid Security

9.1 The Bidder shall furnish the Tender/Bid Security as under:

- As part of financial bid envelope, failing which will cause rejection of bid.

- Tender security should be in the form of pay order or demand draft, in the name of the Purchaser; for a sum equivalent to 2% of the Total Tender Price/value;
- Denominated in Pak Rupees;

9.2 The proceeds of the Tender/ Bid Security shall be payable to the Purchaser, on the occurrence of any /all of the following conditions:

- If the Bidder withdraws the Tender during the period of the Tender validity. or
- If the Bidder found of making any false statement in the tender to influence/ mislead the Purchaser or
- If the Bidder fail to provide services as per requirements

9.3 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful Bidders of financial bid will be returned the tender security only.

9.4 Tender/ Bid Security of technically qualified Bidder(s) will be released within thirty (30) days of the signing of the contract with the successful Bidder.

10 Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

11 Modification/ Withdrawal of the Tender

11.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

11.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender/Bid Security.

12 Opening of the Tender

12.1 Tenders shall be opened, at the place, time and date as mentioned in the advertisement, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.

12.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

13 Clarification from the Bidder

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Purchaser.

14 Determination of Responsiveness of the Tender

14.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- meets the eligibility criteria for the Bidder / the Services;
- meets the Technical Specifications for the Services;
- meets the delivery period of the Services;
- meets the rate and limit of liquidated damages;
- offers fixed price quotations for the Services;
- is accompanied by the required Tender/ Bid Security as part of financial bid envelope;
- is otherwise complete and generally in order;
- conforms to all terms and conditions of the Tender Document, without material deviation or reservation;

14.2 A material deviation or reservation is one which affects the scope, quality or performance of the PR services or limits the Purchaser's rights or the Bidder's obligations under the Contract.

14.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

15 Bid Evaluation

15.1 The bids will be evaluated in two steps. The first step would ensure that bidders meeting the basic eligibility criteria are technically evaluated. In the second step financial proposals of only those firms which are technically qualified will be evaluated.

15.2 The bids will be evaluated in a manner prescribed above, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said clauses.

15.3 The weightage given to the Technical and Financial Proposal are:

- Technical Proposal: 75%
- Financial Proposal: 25%

16 Correction of Errors/Amendment of Tender

If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, in such case the lowest amount would be considered.

17 Rejection/ Acceptance of the Tender

17.1 The Tender shall be rejected if it is:

- Substantially non-responsive; or
- Submitted in other than prescribed manner, forms, annexes, schedules, charts, drawings, documents/ by other than specified mode; or
- Incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
- Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- The Bidder refuses to accept the corrected total tender price; or
- The Bidder has conflict of interest with the Purchaser; or
- The Bidder tries to influence the tender evaluation/contract award; or
- The Bidder engages in corrupt or fraudulent practices during the whole process.
- There is any discrepancy between bidding documents and Bidder's proposal i.e. any nonconformity or inconsistency or informality or irregularity in the submitted bid.
- The Bidder submits any financial conditions as part of its bid which is not in conformity with the tender document.

18 Award Criteria

- 18.1 The Bidder fulfilling mandatory requirements and technical qualification criteria shall stand qualified technically.
- 18.2 The Financial proposals of technically qualified Bidders will be evaluated for conformity to the financial evaluation.
- 18.3 The final selection shall be made on the basis of given technical and financial weightage criteria.

19 Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. However, the Purchaser reserves exclusive rights to cancel/ annul or amend the Letter of Intent at any time without giving any reason thereof.

20 Performance Security

- 20.1 The successful Bidder shall furnish Performance Security as under:
- Within fifteen (15) working days of the receipt of the Acceptance Letter from the Purchaser, Performance Security should be submitted by the Bidder;
 - In case of non-submission of Performance Security within the stipulated time, the Purchaser may cancel the Acceptance Letter and shall proceed accordingly.
 - The Performance Security shall be in the form of pay order or demand draft;
 - For a sum equivalent to 5% of the contract value;
 - Denominated in Pak Rupees
- 20.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any/all of the following conditions:
- If the Contractor commits a default under the Contract;
 - If the Contractor violates any of the terms and conditions of the Contract.
- 20.3 The Performance Security shall be returned to the Bidder within 60 days after the acceptance of final deliverable by the USC.

21 Redressal of Grievances by the Procuring Agency

- 21.1 All grievances shall be settled as per PPRA, Rules, 2004 by the Grievances Committee.
- 21.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report under rule 35 of PPRA Rules, 2004.
- 21.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 21.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 21.5 Expiry of its validity on written request from the Contractor.

22 Eligibility Criteria

The bidders fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached). Failure to comply with the mandatory requirements will lead to technical disqualification and their bids will not qualify for the financial opening:

- Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission Pakistan (SECP)
- Certificate of registration with Income Tax and Sales Tax relevant authorities
- Affidavit on Rs. 100 stamp paper declaring “Applicant is not blacklisted/defaulted/disputed by any government agency/department/organization” and “Applicant has provided correct information/documents”
- Applicant’s firm having experience of providing PR services to at least one government organizations in Pakistan

23 Technical Evaluation

A Bidder will be declared technically qualified if they obtain 70 marks out of 100 from technical proposal against the requirements (placed at annexure-A). Those Bids scoring less than 70 will not be considered for Financial Bid opening.

24 Evaluation of Financial Proposal

- 24.1 Once the technical proposal(s) evaluation is completed, the non-qualifying bidder(s) will be considered non-responsive to the Tender and will be notified indicating that their Financial Proposals will be returned unopened, after the completion of selection process.
- 24.2 Simultaneously, the successful bidder(s) will also be notified that they have secured the minimum qualifying marks, indicating the date and time set for opening their already submitted Financial Proposals.
- 24.3 The opening date shall be informed in advance through courier letter/ electronic mail, etc.
- 24.4 The Financial Proposals shall be opened in the presence of the authorized representatives of the technically qualified Bidder(s) who choose to attend.

24.5 Thereafter Bidders with the lowest quote will then be evaluated based on the following criteria for declaring the most competitive solution technically and financially.

25 Bid Evaluation Process

25.1 The bid shall be awarded on Quality and Cost based Method taking into account the quality of the proposal and cost of the services. The technical bids will carry 75% weightage and Financials bids will carry 25% weightage under the selection process.

25.2 Final evaluation proposal would be ranked according to their final score arrived at by combining technical and financial score as follows:

Weightage for the Technical Proposals is 75%

Firm's Score = (Bid in consideration/ Bid with maximum marks) * 75

Weightage for the Financial Proposal is 25%

Firm's Score = (Minimum Bid Value/ Bid in Consideration) * 25

Final Score = Technical Score + Financial Score

The firm achieving the highest final score will be declared the successful bidder and will be invited for the contract finalization.

DRAFT CONTRACT

1. DEFINITIONS

1.1 The “Consultant”: means the person or persons, Firm or Company, whose offer has been accepted by USC and includes the Consultant’s personnel, representatives, successors and permitted assigns.

1.2 The “Agreement”: means the understanding concluded between USC and the Consultant named therein incorporating the conditions of the Services.

1.3 “Deliverables”: means the data submitted in accordance with Tender Specification Document, to be submitted by the Consultant, including Sample Specification, Questionnaires and all other documents which are prepared pursuant to the Agreement.

1.4 “Term”: means the period for which the Consultant is required to provide its services under this agreement.

1.5 “Services”: means the PR services required to be provided by the Consultant in accordance with the Scope of Work detailed in the agreement portion of this contract document.

2. PERFORMANCE BOND

2.1 Within fifteen (15) days from the effective Agreement date/ Letter of Intent date, Consultant shall deposit with USC, a Performance Bond/Security in the form of a pay order or bank draft issued by competent bank in Pakistan, for a sum in Pakistani Rupees of not less than 5% of the total contract price.

2.2. The performance bond shall be valid until 2 months from the date of acceptance of final deliverable by USC.

2.3. In case, Consultant fails to submit the Performance Security as per clause 2.1 above then USC shall withhold equivalent amount at the time of releasing/clearing its payments against respective invoice/shipment in lieu of Performance Security till the submission of pertinent Performance Guarantee and/or Completion of Period and other Obligations. No claim shall be entertained against USC on account of interest on the value of performance bond.

3. CONSULTANT’S STAFF

3.1 The Consultant shall appoint only competent, experienced and reliable staff who is pre-approved by USC for the execution of the services.

3.2 In case of sickness of any of the Consultant’s staff members lasting longer than one week the Consultant shall replace him with another member of at least the same qualification. Sickness of the Consultant’s staff shall not affect any work and shall not change any contracted rates/ conditions.

3.3 If the Consultant has to withdraw or replace his staff during the contract period, the cost shall be borne by the Consultant.

4. INSURANCE

The Consultant shall carry and maintain during the performance of the services under this agreement, worker's compensation and employer's liability insurance covering consultant's employees in accordance with statutory requirements at location of services and such other insurance coverage normally carried by consultant insuring against injury, loss or damage to persons and property caused by Consultant's activities. USC shall not maintain any insurance on behalf of Consultant covering loss or damage to any property of Consultant.

5. ACCEPTANCE OF SERVICES

5.1 On completion of the services, the Consultant shall declare the completion to USC and submit the specified deliverables (data in specified format and reports as required by USC).

5.2 USC will advise the Consultant within one month if the deliverables are acceptable or not. If in case of rejection USC shall be pointing out the areas of shortcomings. In the event of rejection, Consultant shall rectify the shortcomings to the satisfaction of USC. The Consultant shall be obligated to incorporate, if required by USC, revisions in the areas of shortcomings and submit the revised deliverables for USC's acceptance, enabling USC to issue the completion certificate for the deliverables.

6. RULING LANGUAGE

This Contract is made in English, which shall be considered to be the "Ruling Language". All correspondence between the parties, reports, studies, technical data, certificates and all documents relating to the Contract shall be in English.

7. OWNERSHIP OF DOCUMENTS AND NON DISCLOSURE

All documents, reports and PR content (audio, video, text) prepared by the Consultant in connection with this Agreement shall be owned by USC who shall be entitled, either directly or indirectly to make use of such material for carrying out any work beyond the service to which this agreement is related without prior agreement of the Consultant and Consultant shall have no right whatsoever to claim any compensation. The Consultant shall indemnify USC against any claim or compensation arising out of the Consultant's violation of any right or privilege in respect of said document. Neither shall the Consultant nor shall its staff disclose any of the USC's information collected during the course of its services or thereafter.

USC shall have the right to ensure that the PR content is accurately prepared by the Consultant. The Consultant shall maintain all documents and data collected related to this Contract for a period of 5 years from the date of last Confidential Information issued in writing by USC.

8. COPYRIGHT

8.1 The Consultant shall not use any plagiarised content (audio, video, picture, text, etc) for PR activities and the Consultant will not use any content prepared for USC without prior written approval of USC.

8.2 The Consultant shall maintain at all times absolute secrecy of all PR content of USC.

9. PATENT RIGHTS AND ROYALTIES

9.1 The contract sum shall include all amounts payable (including, without limitation, royalties) for patent rights, copyrights, registered designs and any other intellectual property rights on or in respect of the contracted deliverables and the Consultant shall indemnify and keep USC indemnified against all actions or claims for infringement of such patents, copyrights, registered designs, or other intellectual property rights by reason of the purchase, possession or use of the Contracted deliverables.

9.2 USC will promptly inform the Consultant of any claims in respect of patent rights, copyrights, registered designs or other intellectual property rights and shall make no settlement thereof without giving to the other prior notice of the claims and a reasonable opportunity to deal with the same.

10. TERMS OF PAYMENT

Payment shall be made through cross cheque in Pakistani Rupees upon the acceptance of the deliverables as agreed between the parties. Payment shall be effected by USC within 30 days from the date of receipt of such correct invoice by USC. The performance bond shall be released after two (02) months from the date of acceptance of final deliverable by USC.

11. PENALTY

If the Consultant delays the submission of deliverables/ completion of services by the specified date, the Consultant shall pay to USC as and by way of penalty resulting from the delay, the aggregate sum of one percent (1%) per week of total price and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of fifteen percent (15%) of the total order price.

12. TAXES AND DUTIES

12.1 Any increase or decrease in the rates of GST (if any) in case of local component shall be to the cost or benefit of the USC till final execution of the contract. Any increase or decrease in rates of duties and tax prevailing as on the date of contract shall be to the cost or benefit to USC. Any new taxes would be dealt as per Govt. rules of Pakistan. Any new tax imposed by Government of Pakistan will be dealt by USC.

12.2 Withholding tax shall be deducted as per applicable tax laws of Pakistan.

12.3 The Consultant shall be aware and responsible of all Pakistani tax regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the Consultant for execution and performance of the contract.

13. ASSIGNMENT

The Consultant shall not have the right to assign or transfer benefit and obligations of this Contract or any part thereof without prior written approval of USC.

14. TERMINATION OF THE CONTRACT BY USC

14.1 If during the course of the Agreement the Consultant shall be in breach of the Contract and USC shall so inform the Consultant by notice in writing and should the breach continue for more than seven days (or such longer period which may be specified by USC) after such notice then USC may immediately terminate the contract by notice in writing to the Consultant.

14.2 Upon termination of the contract the Consultant shall forthwith cease work. USC may at its option continue work either by itself or by sub-contracting to a third party. The Consultant shall if so required by USC within 14 days of the date of termination assign to USC without payment the benefit of any agreement for the execution of any work for the purposes of this Contract. In the event of services under this Contract being completed by USC or a third party and the total cost incurred by the USC in so completing the services being greater than which would have been incurred had the contract not been terminated, then the Consultant shall pay such excess to the USC.

14.3 The Performance Bond shall be unconditionally confiscated in full without recourse if the contract is terminated by USC.

15. FORCE MAJEURE

15.1 The Contractor is not liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

15.2 If either party is temporarily rendered unable wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the contract it is agreed that on such party giving notice with full particulars in writing of such Force Majeure to the other party within seven (07) days after the occurrence of the cause relied on, then the duties of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as far as possible be removed with all reasonable speed.

15.3 Neither party is responsible for delay caused by Force Majeure. The term of this contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension.

15.4 If either party is permanently prevented wholly or in part by Force Majeure for period exceeding one (01) month from performing or accepting performance, the party concerned has the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, the other party is entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

15.5 If a Force Majeure situation arises, the contractor shall promptly notify USC in writing of such conditions and the cause thereof. Unless otherwise directed by USC in writing, the contractor and shall continue to perform its obligations under the contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. TERMINATION FOR CONVENIENCE

USC may by written notice sent to the contractor terminate the contract in whole or in part at any time for its convenience without incurring any liability whatsoever to the contractor/ consultant. The notice of termination shall specify that termination is for USC convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

17. LIABILITY OF THE CONSULTANT

The Consultant is liable for the consequence of all errors, negligence and omissions on his part or on the part of his experts.

18. SETTLEMENT OF DISPUTES

18.1 The contract will be construed under and governed by the laws of Pakistan and the Parties agree to submit to the exclusive jurisdiction of the courts of Islamabad for any matter arising under the contract.

18.2 USC and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.3 Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to the Contract which cannot be settled amicably shall within thirty (30) days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

18.4 Within thirty (30) days of the aforesaid notice, both parties shall nominate and mutually agree upon a sole arbitrator for commencement of the arbitration proceedings.

18.5 The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act, 1940 as amended. The arbitration tribunal shall have its seat in Islamabad, Pakistan.

18.6 The award of the arbitrator shall be final and binding on both parties.

18.7 The cost of the arbitrator shall be borne equally by both parties. Arbitration shall be a condition precedent to any legal action in case of any dispute between the parties under the contract.

18.8 In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two (02) weeks of such an event. The proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

19. PUBLICITY

The Consultant shall not, and shall ensure that neither of its sub-Consultants nor its field staff will advertise or otherwise disclose the appointment of the Consultant or its sub-Consultant's or the terms of this Contract (save insofar as may be required by law or may be necessary for the due performance of the contract) without the prior approval in writing of USC. All copy of material relating to this contract which is intended for publication in any form by the Consultant or any sub-Consultant must first be submitted in draft form to USC for approval indicating the countries in which it will appear.

20. INDEMNITY

The consultant shall indemnify and hold USC harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all damages, liabilities, costs (including settlement costs) and expenses associated therewith (including, but not limited to, reasonable attorney's fees) arising from any breach by the Consultant of any of the representations, terms and conditions of the agreement, the preparation or presentation of any data or other material covered by this agreement. The indemnities under this clause shall survive the determination or expiration of this agreement.

21. CORRUPT PRACTICES

21.1 The Consultant shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of this or any other contract with USC or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with USC.

21.2 Any breach of this condition by the Consultant or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Consultant) shall entitle USC to determine the Contract.

22. ACCURACY OF INFORMATION/ DATA FOR PROVISION OF PR SERVICES

22.1 The Consultant shall provide an undertaking along with the submission of the deliverables that the information/ data provided by the Consultant for providing PR services is accurate. The Consultant shall be liable for any consequential loss/ damage arising out of the use of such information/ data provided by the Consultant.

23. GENERAL

23.1 The Consultant shall undertake to provide professional and up to the mark PR services.

23.2 The Consultant shall undertake to treat this assignment with secrecy and confidentiality. All the materials, information and data provided to the Consultant will be kept confidential. An explicit undertaking in this regard will be required.

23.3 The Consultant shall have no affiliation or interest with any vendor or any related business or commercial institution/ competitor of USC. All recommendations relating to PR must be based on an unbiased perspective and assessment.

23.4 All data including Consultant's observations and recommendations shall be submitted under confidential cover.

24. ALTERATIONS AND AMENDMENTS

USC may alter the contract from time to time provided all alterations together with any consequential amendment(s) which may be necessary in respect to contract price and date of completion or otherwise shall be mutually agreed between USC and the Consultant or failing agreement shall be fixed by the Court in accordance with the Laws of Pakistan. Alterations shall be effected in writing by means of

formal amendments issued by USC and countersigned by the Consultant, such amendments being known as “Contract Amendments”. The Consultant shall not depart from any conditions or requirements laid down in the Contract without prior written permission of USC.

25. CONSTRUCTION OF AGREEMENT

This Agreement shall be deemed to have been concluded in the Pakistan and shall be governed by and construed in accordance with the Laws of Pakistan.

26. PROJECT SCHEDULE/ DELIVERY

After the award of contract, the Consultant shall start providing services with one (01) week. The consultant will work closely with the USC and will report on monthly basis to USC management to share update regarding ongoing PR activities.

27. ENTIRE AGREEMENT

This agreement shall be the entire agreement between the parties and shall supersede any understanding between the parties prior to the conclusion of this agreement.

TECHNICAL EVALUATION CRITERIA

Sr. No.	Particulars	Total Marks	Categorized Points	Remarks
1	Relevant Experience in Government Organization	20		Attachment of relevant evidence is mandatory (in case of non-provision of documentary evidence, no marks will be awarded).
	Experience of providing PR services (media monitoring, risk management & crisis communication, designing services, video shoots and editing services, etc) to at least 2 Government organizations for 3 years or more than 3 years		20	
	Experience of providing PR services (media monitoring, risk management & crisis communication, designing services, video shoots and editing services, etc) to at least 1 Government organizations for 3 years or more than 3 years		15	
	Experience of providing PR services (media monitoring, risk management & crisis communication, designing services, video shoots and editing services, etc) to at least 1 Government organizations for 2 years or more than 2 years		10	
2	Relevant Experience in FMCGs/ Retail sector	20		
	Relevant experience of providing PR services to at least 3 FMCGs/ Retail sector organizations for 3 years or more than 3 years		20	
	Experience of providing PR services to at least 2 FMCGs/ Retail sector for organizations for 3 years or more than 3 years		15	
	Experience of providing PR services to at least 1 FMCGs/ Retail sector organization for 3 years or more than 3 years		10	
3	Overall experience of acquiring unpaid media coverage and media management	10		Documentary evidence like illustration of unpaid media coverage must be provided
	Proven experience of acquiring unpaid media coverage for 3 years or more than 3 years for at least 2		10	

	clients			
	Proven experience of providing unpaid media coverage for 3 years or more than 3 years for at least 1 client		5	
4	Approach and Methodology	20		Documentary details on approach and methodology for USC
	Approach and Methodology for PR & media coverage		20	
5	Firm In-house Strength	20		Profiles of PR teams Documentary proof of in-house capabilities
	Profiles of PR team working full time/ part time including their qualification, area of expertise and years of experience, etc		10	
	The PR firm has in-house media monitoring cell, production house, content writing and research wing, etc.		10	
6	Successfully managing crisis communication for clients	10		Documentary proof of crisis situations to be shared alongwith name of client where it occurred and how it was mitigated
	Experience of successfully handling of atleast 3 crisis situations and mitigating risk via excellent communication campaigns		10	
	Experience of successfully handling of atleast 2 crisis situations and mitigating risk via excellent communication campaigns		5	
	Total	100		

Signature: _____

Name of Authorized Person: _____

Designation: _____

CNIC No: _____

Stamp: _____

PROFILE FORMAT

Name of Personnel:	
Title:	
Years with Firm:	Country/City of Residency:
Education/Qualifications: (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees, certification, professional qualifications obtained.)	
Employment Record: (Starting with present position, list in reverse order, relevant employment experience. For the last ten (5) years, give dates, names of employing organization, title of positions held and location of employment.)	
Experience: (For experience in last five (5) years, detail the types of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.)	

I, the undersigned, certify to the best of my knowledge and belief, this bio data is accurate and confirms my availability.

Signature of Personnel or Firm Representative Date (Month/ Day/Year)

REFERENCE FORMAT

Name of Bidder: _____

Name of Organization and Address:	
Name and Title of Point of Contact: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location where project services were performed:	
Contract Value:	
Reasons for Termination (if applicable):	
Description of Services and their relevance to the requirements under this Tender:	

FINANCIAL PROPOSAL PERFORMA

Name of Firm	
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Description	Monthly Retainer Fee (Rupees)	Applicable Taxes (Rupees)	Total Amount (Rupees)
Total Cost of Financial Proposal			

In Rupees: _____

Note: -

1. The quoted rates should be inclusive of all applicable Government Taxes.
2. Please note that amount in figures and words should be reconciled. If the amount differs the lowest amount would be considered.

Signature: - _____

Name of Authorized Person: - _____

Designation: - _____

CNIC No: - _____

Stamp: - _____