Tender Document

Procurement of Services for Media Production & Broadcasting for Technology Incubator

Punjab Information Technology Board (PITB)

Government of the Punjab

11th Floor, Arfa Software Technology Park (ASTP),

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

Applicability of Punjab Procurement Rules, 2009

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from PPRA's website:

http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2009.

1.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address, collect a Challan Form to submit an amount of Rs. 500/- in given head at State Bank of Pakistan or National Bank of Pakistan, the deposit slip must accompany the bids, elsewise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
v. The Purchaser shall evaluate the technical proposal in a manner prescribed in Section 6, 7 and 13 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
vi. During the technical evaluation no amendments in the technical proposal shall be permitted;

vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

viii. 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 and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

In accordance with these rules, interested companies (hereinafter referred to as "Bidders") applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal.**

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by Tender Security (As per provisions of the clause "Tender Security" of this document) in favor of **"Punjab Information Technology Board (PITB)"**. The bids along with the Tender Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later than 14th November, 2012. The Technical bids will be publicly opened lot wise in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on the last date of submission of bids.

Queries of the Bidders (if any) for seeking clarifications regarding the required services and scope mentioned in this document, should be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. PITB may host a Pre-bid meeting, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete lot or lots. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause 19 on **"Determination of Responsiveness of Bid"** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

The contact persons for all correspondence in relation to this bid are as follows:

Primary Contact
Mr. Nabeel A. Qadeer
Designation: Program Manager
Email: nabeel.qadeer@pitb.gov.pk
Address: 11th Floor, Arfa Software Technology Park (ASTP),
346-B, Main Ferozepur Road, Lahore, Pakistan

Secondary Contact
Mr. Fasieh Mehta
Designation: Senior Programme Manager
Email: fasiehmehta@pitb.gov.pk
Address: 11th Floor, Arfa Software Technology Park (ASTP),
346-B, Main Ferozepur Road, Lahore, Pakistan

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via Primary Contact in writing (e-mail) only. In case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

3.1 "Client/Procuring Agency/Purchaser" means the Punjab Information Technology Board (PITB) or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.

3.2 "CMS" means Content Management System

3.3 "Confirmation" means confirmation in writing.

3.4 "Contractor/Bidder/Tenderer" means an entity/company/organization that is a registered bidder with the Purchaser and has submitted its bid as per the criteria/specifications listed.

3.5 "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.

3.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.7 "Day" means a standard business working day.

3.8 "Episode" means at least 40 minutes of content with break points, bumpers, graphics, opening titles, closing credits, promos, teasers and call to action from production perspective inclusive of all pre and post production work and activities. For Broadcasting it means, at least 40 minutes of content aired on Television with break points, bumpers, graphics, opening titles, closing credits, crowd sourcing features or other ways to actively involve and engage with the audience and give Purchaser at least 4 minutes of air time during the 1 hour of the episode for advertisement and promotion of various projects done by the Purchaser and airing of various promos and teasers relevant to the episode and other awareness campaigns relevant to the show/ program.

3.9 "Fraudulent and Corrupt practices" will have the same bearing and meaning as per defined PPRA Rules 2009.

3.10 "Government" means the Government of the Punjab.

3.11 "HD" means High Definition Recordings/Videos

3.12 "Incubation Cycle" means all three phases that constitute the incubation process for the incubatees.

3.13 "In writing" means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.

3.14 "IPR" means Intellectual Property Rights

3.15 "Person" individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.16 "Pre-Bid Meeting" means the meeting conducted by the procuring entity prior to actual date of bid opening.

3.17 "Procurement Methods" means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2009 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.

3.18 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.

3.19 “RFP” means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.

3.20 “SBD” means Standard Bidding Documents.

3.21 “Services” means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6 and 7.

3.22 “TEC” means the Technical Evaluation Committee, constituted for the purpose of evaluating the technical proposals received.

3.23 "Works" means work to be done by the Contractor under the Contract.

3.24 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

3.25 “Origin” shall be considered to be the place where the company / firm is incorporated is internationally recognized and duly registered with the respective country’s competent authority.

3.26 “Production” is defined as the process of capturing moving images on electronic media (e.g., video tape, direct to disk recording, or solid state storage like a tapeless camcorder, etc.) even streaming media

3.27 “Pre-production” is defined as preliminary arrangements that are made upon the inception of project including research, format selection etc.

3.28 “Post-production” is a term used for all stages of production occurring after the actual end of shooting and/or recording the completed work including but not limited to editing , voice-over, animation, graphic effects, etc.

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

6. Scope of Services

6.1. The idea is to record and broadcast at least one Incubation Cycle, which will consist of three phases with various activities. The first phase will include a National Talent hunt for 14 teams (2 to 5 Persons each) in collaboration with the International and / or local partner and third party e.g. Pakistan Software Houses Association (P@SHA), such LAUNCHPADS would be held across multiple locations across Pakistan i.e. Lahore, Karachi, Islamabad, etc. and after which a full-time class shall commence in which all business basics and fundamentals would be taught followed by a session of refining their business ideas and plans via mentoring. Four Launchpads (Nationwide talent hunts) have already been conducted and the video footage (recordings of the day) is already available with the purchaser which would be utilized by the bidder as per the program.

The Second Phase will consist of incubating and mentoring these incubatee companies in collaboration with the International / Local Incubator Partner with intermittent evaluation meetups and mentor sessions.

The Third Phase may involve a foreign trip for the selected 5 companies to a Landing Zone in a famous Tech Cluster i.e. USA/EU for VC pitches and networking followed by a trip to multiple ICT corporate facilities visit e.g. Googolplex, Facebook HQ etc. After which again two months of incubation would take place at the incubator at PITB. All recordings shall take place at Plan9 (PITB's Technology Incubator situated at 9th floor of Arfa Software Technology Park.

The Final Phase would again be for these companies coming back to Pakistan and other incubatees staying at the Incubator for a period of around 2 more months receiving mentoring guidelines. Thus a cycle may be of around 6 months.

There will be various other activities in background which would be recorded and made part of the show, including but not limited to, Advisory board's meetings, Blogger events, Business Networking Events, Angel Investment Forums, Exhibitions, Roadshows, etc.

The above mentioned details of activities and schedule can change as per the discretion of the Purchaser.

6.2. Bidder is required to develop a detailed format for a reality show promoting Entrepreneurship and Innovation in Pakistan, 1 Season initially (6 to 7 episodes with at least 40 minutes of content) or any other recommended solution as per the consent of the Purchaser.
Examples / Benchmarks to follow for shows of similar nature done elsewhere, including but not limited to be:

- TechStars aired on Bloomberg (http://www.bloomberg.com/video/75400336-techstars-episode-1.html)
- Dragon's Den (http://www.youtube.com/watch?v=jBWijA9Zfno&feature=related)
- Unreasonable Institute's TV show (http://unreasonable.tv/)
- The Apprentice (Both UK & USA versions etc.) (http://www.youtube.com/watch?v=NDtu5P9vqc8, http://www.youtube.com/watch?v=MomRge3p2Yc)

These should include an Entrepreneurial Host from Pakistan to conduct the show, a personality with whom people should be able to relate with as a local successful person and seek inspiration. The program should have a local flavor according to Pakistani culture and mindset. Host nominations should be shared as part of the Technical Proposal by the bidder.

6.3. Creating widespread awareness and educating people on Technology Entrepreneurship and seed funding and an Entrepreneurial profile / history of Pakistan especially with respect to the Information Technology sector
6.4. HD quality Recording and Broadcasting at all stages of Tech Incubator process
6.5. Integrate real-time content into the show experience both on set, on air and on the website.
6.6. Creating and maintaining content management system with admin panel given to Purchaser as well
6.7. Include an audience poll, data visualizations, Tweet streams, and statistical graphs to keep the audience engaged with specialized script writer, Producer, Director etc.
6.8. Develop the real-time social interaction, engagement platforms that will support the broadcast content and create visibility within interested communities.
6.9. Creating sub-title enabled content from English to Urdu and vice versa.
6.10. Record activities of selected participants to the incubation program, anywhere in Pakistan and abroad.
6.11. Broadcasting arrangements in Pakistan and with at least one International channel either in Europe or USA (details to be stated in the Proposal).
6.12. Unified multi-platform processing at Production stage for content distribution on multiple streams (i.e. Youtube, Techcrunch, The register etc.).
6.13. Creating a Game play for the program audience (Virtual currency or text messages).
6.14. Arrangements for Tier1 Studios (if required).
6.15. Identifying and highlighting additional enhancements beneficial for PITB.
6.16. Providing insight to highly lucrative IT industry in Pakistan.
6.17. Promoting soft image of Pakistan on National and International Scale.
6.18. Arrangement for dynamic personality as a host with Entrepreneurial background (with consent of PITB).
6.19. Proposal of Revenue generation model for PITB (IPR, copyrights, Text messages etc.).
6.20. Promotion of PITB during the 1 hour airtime slot with at least 4 minutes given for promotion.
6.21. Airing of numerous teasers and promos relevant to the episode to be aired and the show / program in general prior to the airing of the episode.

7. Deliverables:

7.1. Punjab Information Technology Board intends to hire/acquire services to impart the following but not limited to production and broadcasting;
7.1.1 Proposal for TV show format (Reality Game show) to the extent of satisfaction of the Purchaser
7.1.2 Detailed roadmap of the project with timelines (for production and broadcasting separately)
7.1.3 Production and Recording of the content as per the agreed format and quality to the satisfaction of the Purchaser as per the Scope listed in clause 6 above.
7.1.4 Post production of the content including but not limited to putting in animations, special effects, subtitles in Urdu for English translation and vice versa, voice over, etc. and other details as per the Industry standard, the scope in clause 6 above and the discretion of the Purchaser.
7.1.5 Pilot DVD assuring quality of preparation.
7.1.6 DVD submission for each episode recorded on as and when basis. DVcam format or any other

formats as required for submission for each episode.

7.1.7 Electronic and Hardcopy Album submission from the photo shoot.

7.1.8 Submission of all relevant material required for Marketing, including but not limited to official trailers, teasers, stills for adverts, other marketing collateral.

7.1.9 Submission of all material in high and low resolution format for TV, digital media broadcasting including youtube, facebook etc.

7.1.10 Broadcasting of the content produced on Satellite / Terrestrial channel with prime time slot or other time slot as per the discretion of the Purchaser with proper branding, pre-release teasers and marketing campaigns.

7.1.11 Submission of viewership and other allied rating reports regarding the show from an accredited third party.

7.1.12 Making the show interactive enough to engage with the viewers including but not limited to SMS based interactions / votings / opinion polls, etc., web casts of the show on the channel's and Purchaser's website, Blogs, etc.

8. Rights and Responsibilities

Purchaser holds exclusive ownership of the content with only first air rights to be given to the Bidder for broadcasting the show over Television in Pakistan and / or abroad. The Purchaser will hold right to multi-platform broadcasting on Internet and other broadcasting media. The bidder will be responsible for all logistics and allied arrangements as and when required. The Bidder would also be responsible for preparing / erecting / assembling / dissembling any stage or production studio as per the requirements of the show including but not limited to the lighting, recording and other supporting equipment required, creative, skilled, supportive manpower requirements, etc. whilst ensuring satisfactory marketing campaigns with quality and timely deliverables. PITB holds the rights to approve or disapprove the produced content, marketing campaigns, creative proposal, project plans including overall strategy etc.

9. Tender Eligibility

9.1. An eligible Tenderer is a Tenderer who:

9.1.1. is a provider of Services

9.1.2. Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.

9.1.3. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

9.1.4. "Origin" shall be considered to be the place where the company / firm is incorporated

9.1.5. is a Producer / Production House or outsources Production to a third party who is provider of such services compliant to all terms and conditions of this Tender document

9.1.6. a TV Channel / Broadcaster (Satellite or Terrestrial) with rights to air in Pakistan and abroad

9.1.7. is internationally recognized and duly registered with the Security and Exchange Commission of Pakistan (in case of a broadcaster)

9.1.8. must hold a valid license from Pakistan Electronic Media Regulatory Authority (PEMRA) for broadcasting in Pakistan and / or abroad whether on terrestrial or satellite network

9.1.9. registered with the Federal Board of Revenue for Income and Sales tax

9.1.10. must have linkages with partners in EU and USA for recording, production and broadcasting.

9.1.11. Production houses/ producers must have proven experience in pre-production, production, post-production and broadcasters must have experience in broadcasting locally and Internationally

9.1.12. has the required relevant experienced creative and production team and enough financial and technical strength to fulfill the requirements of subject assignment
9.1.13. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
9.1.14. has production and broadcasting facilities or linkages with third party including tier1 studios
9.1.15. has experienced producers and crew members with proven profile of producing Reality Shows and Game shows
9.2. Verifiable proof for all the above shall be required
9.3. All requirements of the Government of Pakistan, the Government of Punjab regarding travelling, doing business, offering services/consultancy in Pakistan and / or Punjab in particular must be adhered to with procedural and all financial implications.
9.4. Production houses and producers are eligible for the production lot and the broadcasters are eligible for the broadcasting lot, where as a joint venture/consortium between a production house/producer and a broadcaster is also eligible, for applying against each lot separately.

10. Tender Cost

The Tenderer(s)/successful bidder(s) shall bear all costs / expenses including legal contract papers of relevant value of the total contract price as per Government Law, rules and regulations, and all other costs associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

11. Joint Venture/Consortium

Joint ventures or Consortium are also eligible for this tender, as long as the joint venture complies with the following conditions:

a. The Tenderers may form a joint venture of maximum two Tenderers/bidders. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
b. One partner of formulated joint venture will be designated the lead partner and would be get into legal contract with Purchaser and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender/bid.
c. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.
d. Partners other than the lead would also be bound by the terms and conditions of the contract.

12. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions and comply with the same in letter and spirit.

13. Amendment of the Tender Document

13.1 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 amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
13.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
13.3 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 Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

14. Preparation / Submission of Tender

14.1 The Tenderer must bid for all services in a lot. Production houses/Producers can bid for production lot while broadcaster can bid for the broadcasting lot, in case the bidder is both a producer/production house and a broadcaster, then can bid for both lots, (separately for each LOT)

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

14.3 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 Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

14.4 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

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

- 14.5.1 Technical Proposal Form (Annexure-B)
- 14.5.2 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G&H)
- 14.5.3 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
- 14.5.4 Evidence of eligibility of the Tenderer and the Services
- 14.5.5 Evidence of conformity of the Services to the Tender Document
- 14.5.6 Technical Brochures / Literature
- 14.5.7 The statement must be signed by the authorized representative of the Bidder
- 14.5.8 Financial Capacity as per Annexure-K
- 14.5.9 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies / organizations / regulatory authorities.
- 14.5.10 Income Tax & Sales Tax Returns for the last three tax years
- 14.5.11 Power of Attorney, if an authorized representative is appointed (Annexure-F)

14.6 The Financial Proposal shall comprise the following:

- 14.6.1 Financial Proposal Form (Annexure-C)
- 14.6.2 Price Schedule (Annexure-D)
- 14.6.3 Tender Security **(As per provisions of the clause "Tender Security" of this document)** (Annexure- I)

14.7 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender Name. [Number of Tender]

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

14.8 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name. [Name of Tender]

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

14.9 The Tenderer shall follow the same process for the Financial Tender.

14.10 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Technical Tender for
Tender Name. [Name of Tender]
LOT No.

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

14.11 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name. [Name of Tender]

LOT No.

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

14.12 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, 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.

14.13 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. **Noncompliance with the same will cause the rejection of bid at the time of bid opening.**

15. Tender Price

15.1 The quoted price shall be:

15.1.1 best / final / fixed against each lot and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

15.1.2 in Pak Rupees (PKR);

15.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.

15.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

15.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

16. Tender Security

16.1 The Tenderer shall furnish the Tender Security against each LOT as under:

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

16.1.2 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

16.1.3 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document

16.1.4 for a sum equivalent to 2% of the Total Tender (LOT) Price;

16.1.5 denominated in Pak Rupees;

16.1.6 having a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

16.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

16.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

16.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

16.3 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

17. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer'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 Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

18. Modification / Withdrawal of the Tender

18.1 The Tenderer 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.

18.2 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 Security.

19. Opening of the Tender

19.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.

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

19.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

20. Clarification of the Tender

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 Tenderer(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 solid discretion of the purchaser

21. Determination of Responsiveness of the Bid (Tender)

21.1 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:

21.1.1 meets the eligibility criteria for the Tenderer for the Services;

21.1.2 meets the Technical Specifications for the Services;

21.1.3 meets the delivery period / point for the Services;

21.1.4 offers fixed price quotations for the Services;

21.1.5 is accompanied by the required Tender Security as part of financial bid envelope;

21.1.6 The original receipt of tender fee submitted, attached with technical bid envelope;

21.1.7 is otherwise complete and generally in order;

21.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer 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.

22. Tender Currency

All financial transactions (cost estimates & payments) under this tender would be made in Pakistani Rupees (PKR).

23. Correction of errors / Amendment of Tender

23.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

23.1.1 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, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

23.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

23.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

23.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

23.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

23.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

23.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

23.6 The Tenderers may offer discounts for items which shall be taken into account in the evaluation of the Tenders so as to determine the Tender offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole tender.

24. Rejection / Acceptance of the Tender

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) of services required without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents /

by other than specified mode; or

24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 the Tenderer submits more than one Tenders against one LOT; or

24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or

24.2.7 the Tenderer has conflict of interest with the Purchaser; or

24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.

24.2.10 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

24.2.11 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Award Criteria

25.1 At first step the Technical bids will be evaluated in a manner prescribed in Clauses 6,7, 9, 14 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in tender document.

25.2 At second step eligible, technically qualified & successful tenderers will be evaluated/selected on the basis of lowest cost quoted as per financial pre conditions and subsequently the contract will be awarded according to rules after completion of all codal formalities.

26. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer against each LOT, prior to the expiry of the validity period of the Tender, which will constitute the contract till execution of subsequent formal Contract. However, the Purchaser reserves the exclusive right to cancel the Letter of Intent and subsequent contract at any time without giving any reason thereof.

27. Performance Security

27.1 The successful Tenderer shall furnish Performance Security against each LOT as under:

27.1.1 within seven (7) working days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOTs) would be submitted by the Bidder;

27.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan or allowed to carry out financial transaction in Pakistan, as per the format provided in the Tender Document;

27.1.4 for a sum equivalent to 10% of the contract value;

27.1.5 denominated in Pak Rupees;

27.1.6 have a minimum validity period until the date of termination of services, or fulfillment of all obligations under the contract, whichever is later.

27.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
27.2.4 If the Tenderer refuses or fails to submit the Performance Security as per agreed timelines, amount and format.
27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

28.1. The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2. 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 fifteen days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.

28.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

DRAFT Contract for

PROCUREMENT OF SERVICES FOR MEDIA PRODUCTION AND BROADCASTING FOR TECHNOLOGY INCUBATOR

Between

Punjab Information Technology Board (PITB)

&

Contractor (_____)

Dated:

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III. Technical Specifications

I. Agreement

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Purchaser]** (the "Purchaser"), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "Contractor."

RECITALS

WHEREAS,

(a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Services and provide the Services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

3. The following shall be deemed to form and be read and construct as part of this Contract:

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications

f. Tender Form
g. Price Schedule
h. Affidavit(s)
i. Authorized Dealership / Agency Certificate
j. Performance Security
k. Service Level Agreement (SLA) (if required)
l. Non-Disclosure Agreement (if required)
m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

II General Conditions of Contract

29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

30. Contract Duration

The contract duration would be one year or the successful broadcasting of the seven (7) episodes produced, whichever is earlier. The contract would be renewable beyond the stipulated timeframe with mutual consent of the both parties.

31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

33. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

34. Patent Rights and Rights to the Contents of the Program

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Purchaser will hold the exclusive rights to the contents of this program with a view to information dissemination through press releases, video documentary or any electronic production of the project and broadcast it over national and international, conventional and modern media. The contractor in no way allowed to publish any content related to this program in print or electronic media and in case of non-compliance with this clause the contractor may be blacklisted by the Purchaser and may not be allowed to participate in any future Government Projects.

35. Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of services rendered, as required under the Contract, to the Client, within five (5) working days from the issuance of Letter of Intent (LOI).

36. Payment

36.1 The Contractor will submit invoices for services rendered under Production and Broadcasting separately.

36.2 For production, the Contractor will submit invoice on per episode produced as per the definition of episode and scope and deliverables listed in clause 6 and 7. The payments will be made accordingly as per the price quoted by the Contractor.

36.3 The Contractor will submit invoices for services rendered under the head of Broadcasting as per the definition and scope and deliverables listed in clause 6 and 7 inclusive of all teasers and promotion material aired along with the promotion of Purchaser, etc. on the basis of per episode broadcasted, subsequent payments will be made accordingly, as per actual basis.

36.3 The Contractor shall submit an Invoice, in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

36.4 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

36.5 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

36.6 Payments shall be made against successful delivery of services.

37. Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or not agreed by the Purchaser as per this Contract.

38. Contract Amendment

38.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change quantity and scope, of all / any of the Services / the Works, in whole or in part.

38.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.

38.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the

said Change, by written order served on the Contractor with a copy to the Client.

38.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

38.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

39. Assignment / Subcontract

39.1 The Contractor may assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

39.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

40. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

41. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the Contract Price which is attributable to such part of the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

42. Blacklisting

42.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

42.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

43. Forfeiture of Performance Security

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

44. Termination for Default

44.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

44.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

45. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

46. Termination for Convenience

46.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

46.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

46.2.1 to have any portion thereof completed and delivered; and/or

46.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services or Works previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

47. Force Majeure

47.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.

47.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

47.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform 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.

48. Dispute Resolution

48.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

48.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

49. Statutes and Regulations

49.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

49.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

50. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed on income tax / sales tax.

51. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

52. The Client

52.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

52.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

52.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

53. Authorized Representative

53.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

53.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

53.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

53.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

53.5 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

53.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

54. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**	For **[full legal name of the Contractor]:**
Signature	Signature
Name	Name
Witnessed By:	Witnessed By:

WITNESSES

Signature _____ Signature _____

CNIC # _____	CNIC # _____
Name _____	Name _____
Designation_____	Designation _____
Address _____	Address _____

55. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	The Contractor shall furnish the Tender Security as under: For each Lot separately (if bidder is submitting their bids against multiple Lots); if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later
Performance Security	The successful Contractor shall furnish Performance Security as under: For each Lot separately (if the bidder is technically and financially successful against more than one Lot(s) within seven (7) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees;

	Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later
Completion of services	
Liquidated damages for failure / delay of Service delivery by the Contractor	Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal)

Annexure-A

Technical Evaluation Criteria

A point system will be used for qualifying the bidders, individually for each lot.

PASS MARKS: A technically eligible bidder, based on conditions listed in Clauses 6, 7, 8 and 14 not meeting the 70% pass mark limit will be rejected in Technical Valuation, and its Financial Proposal will be returned to it unopened. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% will be considered EQUALLY as approved in the Technical Proposal, and their Financial Bids will be opened.

According to the Technical Proposal, the Technical Evaluation will be rated as follows. Bidders may fill in the below evaluation sheet and do their own evaluation for submission, but the evaluation done by the Purchaser shall be the valid evaluation and shall prevail and award:

Punjab Government's Technology Incubator **Technical Evaluation Criteria**			**Evaluation marks**			**Marks**	
			A = 10	**B = 5**	**C = 0**		**Answer - Comment/Description**
No.	**Requirement**	**Requirement - Comment/Description**	**X**	**X**	**X**		
	Feature List						
	Lot A (Production)		**Max 70**				
1	Number of years of experience in producing Factual Programming and Reality TV shows (Video Portfolio & supporting documentation required on letter head)	If less than or equal to 10 years of experience (YOE), then 'A' If less than or equal to 5 YOE, 'B' If less than or equal to 3 YOE , 'C'					

2	Number of years of experience in producing content for renowned consumer brands (Video Portfolio & supporting documentation required on letter head)	If less than or equal to 10 years of experience (YOE), then 'A' If less than or equal to 5 YOE, 'B' If less than or equal to 3 YOE , 'C'					
3	International production experience of reality TV shows in locations outside Pakistan (Verifiable Proof required)	If less than or equal to 10 years of experience (YOE), then 'A' If less than or equal to 5 YOE, 'B' If less than or equal to 3 YOE , 'C'					
4	Total no. of hours of content produced by the prospective Production Unit (Verifiable proof required)	For more than 500 hours = 'A' Between 250 and 400 hours = 'B' Less than or equal to 150 = 'C'					
5	Experience in producing Game show (Scripts, pre-production document proof)	No of shows >5 = 'A' >2 'B' Less than or equal to 2 =' C'					
6	Experience in producing TV game shows/reality shows with national outreach and audience engagement /interactivity (Video Portfolio with supporting documentation is required)	If less than or equal to 10 years of experience (YOE), then 'A' If less than or equal to 5 YOE, 'B' If less than or equal to 3 YOE , 'C'					
7	Experience in internationally collaborated productions based on foreign reality show formats (Verifiable proof required)	If less than or equal to 10 no. of shows, then 'A' If less than or equal to 5 shows, 'B' If less than or equal to 3 shows , 'C'					
	Lot B (Broadcasting)		**Max 30**				
1	Experience in implementing real time socially interactive tools while broadcasting. (brief portfolio with supporting documents and Verifiable proof required)	If less than or equal to 5 shows then 'A' If less than or equal to 3 shows, 'B' If less than or equal to 2 shows , 'C'					

2	Experience in broadcasting locally (Verifiable Proof required)	If >= 10 years of experience then 'A' If <10 , then 'B' If <5 then 'C'					
3	Experience in broadcasting Internationally (Tier1) (Verifiable Proof required)	If >= 10 years of experience then 'A' If <10 , then 'B' If <5 then 'C'					

Annexure-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

Annexure-D

Price Table

Must be filled separately for each lot.

LOT A (Production)				
Description	Unit	Volume	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
Production Cost in Pakistan (including pre and post production)	1 episode	7 episodes		
Production Cost outside Pakistan (including pre and post production)	1 episode	7 episodes		
Host/Anchor Cost	1 episode	7 episodes		
Total Bid Cost in Pak Rupees of LOT A				**X**

Notes to the Price Table:

1) *The bids shall be prepared on the units given in the Table above for separate LOTS.*
2) *All units & volume, as listed above, are hypothetical and for evaluation purposes only and purchaser is no way bound to utilize the services in whole or in part and in no way bind the Purchaser to avail the said services in a no. less than, equal to or more than the one as quoted above. However all services shall be consumed on the per unit rate (if less than, higher than or even equal to the number as stated above.*
3) *Services listed above can be used interchangeably.*
4) *X would predict the total contract price for this lot.*
5) *Payment against all above mentioned services will only be made on actual consumption basis.*
6) *All government notified fees, charges (if any) incurred to offer the aforementioned services shall be transferred as per actual to the Purchaser after prior approval from the Purchaser.*

_____

In the capacity of

Duly authorized by

Signature of authorized person

Name & Official Seal:

Date _____ Place _____

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Must be filled separately for each LOT

LOT B (Broadcasting)				
Description	Unit	Volume	Unit Rate (Inclusive Taxes)	Total Cost (Inclusive of Taxes)
Airtime/ Broadcasting Cost including Broadcasting of Awareness campaign Cost (including but not limited to Teasers, Promotional videos, other promotion activities, crowd sourcing, call to action etc.)	1 Episode (of 1 hour airtime with at least 40 minutes of content) and at least 10 teasers of 30 seconds, 2 in prime time (7pm-11pm) and 8 in off prime time (11pm-7pm) aired prior to the broadcast	7 episodes	Rate with options of time slots targeting the youth audience with justification preferably in the evening or night time with repeat telecast.	(Multiply unit average as calculated per column 4 with Volume as per given in Column 3)
Total Bid Cost in Pak Rupees for LOT B				**X**

Notes to the Price Table:

7) *The bids shall be prepared on the units given in the Table above for separate LOTS.*
8) *All units & volume, as listed above, are hypothetical and for evaluation purposes only and purchaser is no way bound to utilize the services in whole or in part and in no way bind the Purchaser to avail the said services in a no. less than, equal to or more than the one as quoted above. However all services shall be consumed on the per unit rate (if less than, higher than or even equal to the number as stated above.*
9) *Services listed above can be used interchangeably.*
10) *X would predict the total contract price for this lot.*
11) *Payment against all above mentioned services will only be made on actual consumption basis.*
12) *All government notified fees, charges (if any) incurred to offer the aforementioned services shall be transferred as per actual to the Purchaser after prior approval from the Purchaser.*

_____

In the capacity of

Duly authorized by

Signature of authorized person

Name & Official Seal:

Date _____ Place _____

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Annexure-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

_____

Authorized Signatures with Official Seal

Annexure-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (complete CNIC no.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-H

AFFIDAVIT

Integrity Pact

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

_____
Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public

Annexure-I

TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name/LOT No. (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate,without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address_____

Annexure-J

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Services and render the Services against Tender Name/LOT No. (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within seven working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, for a sum equivalent to Rs._____(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate,without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address_____

Annexure-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contractor in PAK Rupees

_____

Authorized Signatures with Official Seal