

BIDDING DOCUMENT

**HIRING OF FIRMS FOR SOCIAL MEDIA CAMPAIGN FOR NUTRITION,
BREAST FEEDING & HEALTH EDUCATION**

FINANCIAL YEAR 2021-22



Procuring Agency:

Director General Health Services, Punjab

Corresponding Address:

**24- Cooper Road, Directorate General Health Services, Punjab,
Lahore**

Phone No: 04299201140

Fax No: 04299201142

E-mail: pcdghslahore@gmail.com

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APPLICANT/BID DATA SHEET

ITB Reference	Description	Detail
N/A	Bid Reference No.	N/A
ITA Clause D III	Last date and time of submission of bids	16.09.2021 till 11:00 A.M
ITA Clause F I	Date, time and venue of opening of technical bids/proposals.	16.09.2021 at 11:30 A.M Conference room of Directorate General Health Services, Punjab 24-Cooper Road, Lahore.
ITA Clause B XVII	Bid currency	PKR inclusive of all taxes/duties, logistics as per TORs.
ITA Clause B I	Language of bid	English or Urdu
ITA Clause C	Bid Security	2% of the estimated cost
ITA Clause B VI	Bid validity period	90 Days
ITA Clause E	Open Competitive bidding procedure	Single Stage – Two Envelop procedure
	<p><u>Procuring Agency:</u> Director General Health Services, Punjab <u>Corresponding Address:</u> 24- Cooper Road, Directorate General Health Services, Punjab, Lahore <u>Phone No:</u> 04299201140 <u>Fax No:</u> 04299201142 <u>E-mail:</u> pcdghslahore@gmail.com</p>	

INVITATION TO APPLICANTS/BIDS

1. Director General Health Services Punjab, Primary and Secondary Healthcare Department, Lahore, invites Technical & Financial bids from the eligible firms to provide the following services: **“HIRING OF FIRMS FOR SOCIAL MEDIA CAMPAIGN FOR NUTRITION & BREAST FEEDING, & HEALTH EDUCATION”**.

(Details of the scope of services are provided in the Terms of References)

2. The bidding document includes the following additional documents:

Section 2 - **Instructions to applicants**

Section 3 - **Form of Contract**

Section 4 - **General Conditions of Contract**

Section 5 - **Special Conditions of Contract**

Section 6 - **ANNEXURES**

I) Terms of Reference (Annexure I)

II) Technical Proposal Submission Form (Annexure II)

III) Financial Proposal Submission Form (Annexure III)

IV) Integrity Pact (Annexure IV)

3. It is mandatory to be made using the Standard Forms of this document. If any information required in the form is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

4. Interested bidders may obtain further information and **examine** the Bidding Documents from the office of **Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore during office hours** on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) & Directorate General Health Services (www.dghs.gov.pk/tenders) until the closing date for the submission of bids.

5. A complete set of original Bidding Documents shall be purchased from the **Accounts Branch, Directorate General Health Services, Punjab 24-Cooper Road, Lahore**, on all working days **during office hours** on submission of a written application on letter head and payment of non-refundable fee of **Pak Rupees 1000/-** only.

6. Sealed bids are required to be submitted by the interested bidders on **16.09.2021 at 11:00 A.M** positively in the **Committee Room of Directorate General Health Services, Punjab, 24- Cooper Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the bidders or their authorized representatives (who choose to attend) by the procurement committee. Bid Security @ 2% of the estimated cost in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank in the name of **Director General Health Services, Punjab** is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained.

7. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

Note: The procurement shall be governed by the Punjab Procurement Rules 2014 (amended).

Director General Health Services, Punjab
24- Cooper Road, Directorate General Health Services,
Punjab, Lahore
Phone No: 04299201140
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2. Instructions to Applicants/Firms/Bidders

A. General Instructions:

i. Scope of Applications:

In connection with the Letter of Invitation to bid, the Procuring Agency, issues this bidding document to eligible firms for **“HIRING OF FIRMS FOR SOCIAL MEDIA CAMPAIGN FOR NUTRITION, BREAST FEEDING & HEALTH EDUCATION”**.

ii. Corrupt or Fraudulent Practices:

The Procuring Agency requires that all applicants should observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

I. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

II. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Applicants (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

III. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

IV. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

V. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

b. The Procuring Agency shall reject a proposal for Award if it determines that the applicant recommended for award has engaged in corrupt, fraudulent practices, collusive, coercive or obstructive practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

iii. Information of the applicants:

Procuring Agency reserves the right to inspect the accounts and records and other documents relating to the application submission and contract performance of the applicant firms and to have the audited by auditors appointed by the Procuring Agency

iv. Eligible applicants:

This invitation to bids is open to all registered service providers, well reputed & preferably qualified with DGPR Punjab or Press Information Department as “Social Media Agency”.

Government-owned enterprises may participate only if they are legally & financially autonomous, if they operate under commercial law, and not a dependent agency of the Government.

Bidders shall not be under a declaration of blacklisting by any Government Department, Punjab Procurement Regulatory Authority or any other Provincial Procurement Regulatory Authority or involved in any corrupt practice or facing such case anywhere.

Each applicant / service provider is allowed to submit only one bid, either individually or as a partner / joint of a company / firm etc. in case a bidder submits more than one bid, his / it's all bids shall be rejected.

v. Clarification or amendment in documents:

Any request for clarification must be sent in writing to the Procuring Agency. The Procuring Agency will respond in writing to applicants/firms if the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure described below:

- a. At any time before the proposal submission deadline, the Procuring Agency may amend the bidding document by issuing an amendment in writing. The amendment shall be sent to all applicants/firms and will be binding on them.
- b. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the firms/applicants reasonable time to take an amendment into account in their bidding document.

The applicant/firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

B. Preparation of bid:

I. Language of Proposal/ bid:

The application prepared by the applicant, as well as all correspondence and documents relating to the process exchanged by the applicant and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the applicant may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the application, the translation shall govern.

- II. In preparing the Proposal, the applicant is expected to examine the bid in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- III. The applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency (PA) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The PA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the applicant as per PPRA 2014.
- IV. The applicant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.
- V The applicant firm shall submit only one Proposal. Joint Venture (J.V) is not allowed.
- VI The applicant Proposal must remain valid for 90 days after the Proposal submission deadline.
- VII During this period, the applicant firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- VIII. If it is established that any proposed Project Director/Director nominated in the applicant Proposal/Technical bid was not available at the time of Proposal submission or was included in

the Proposal without his/her confirmation; such Proposal shall be disqualified and rejected for further evaluation.

- IX** The PA will make its best effort to complete the negotiations within the proposal's validity period as per PPR-2014.
- X** If the applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts as per TORs.
- XI** The applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- XII** If any of the proposed project director becomes unavailable for the extended validity period, the Applicant shall provide a written adequate justification and evidence satisfactory to the PA together with the substitution request. In such case, a replacement proposed project director shall have equal or better qualifications and experience than those of the originally proposed project director. The technical evaluation score, however, will be remained to be based on the evaluation of the CV of the proposed project director/Director.
- XIII** If the Applicant fails to provide a replacement proposed project director/Director with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PA, such Proposal will be rejected.
- XIV** The Applicant shall not subcontract the Services with another firm.
- XV** While preparing the Proposal, the Applicant must give particular attention to the following:
 - a. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - b. The Applicant is required to submit a Full Technical Proposal.
 - c. The Financial Proposal shall be prepared using the Standard Form provided in this bid. It shall list all costs associated with the assignment, including:
 - (i) Remuneration for Key Experts and Non-Key Experts
 - (ii) Contingency.
 - (iii) Other expenses
- XVI** The firm is responsible for meeting all tax liabilities arising out of the Contract.
- XVII** The Applicant firm shall express the price for its Services in Pak Rs.

C. Bid Security:

The bid security shall be 2% of the estimated cost for this bid (Original with financial proposal and copy with technical proposal). Bid shall remain valid for a period of 90 days after opening of Technical proposal prescribed by the Procuring Agency. A proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

D. Submission of BID:

I. Format and Signing of BID:

The proposal shall be typed and signed by the applicant firm. The person or persons signing the proposal shall initial all pages of the proposal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the proposal.

All the documents should be duly attested (signed and stamped) by the authorized person of applicant firm.

II. Sealing and Marking of BID:

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain marking “HIRING OF FIRMS FOR SOCIAL MEDIA CAMPAIGN FOR NUTRITION & BREASTFEEDING” with specific Tender Inquiry No.

The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation for bids; and
- b) bear the sentence: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the invitation letter.

The inner envelopes shall also indicate the name and address of the Applicant firm to enable the proposal to be returned unopened in case it is declared as non-responsive or late.

If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the proposal’s misplacement or premature opening.

III. Deadline for Submission of Bids:

Bid must be submitted by the Applicant and received by the Procuring Agency at the address specified in Invitation Letter.

The Procuring Agency may, at its discretion, extend this deadline for the submission of Bid by amending the documents, in which case all rights and obligations of the Procuring Agency and Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.

IV. Late submission:

Any proposal received by the Procuring Agency after the deadline for submission of Bid prescribed by the Procuring Agency shall be rejected and returned unopened to the Applicant.

V. Withdrawal of BID:

The Applicant may withdraw its proposal prior to the deadline specified in the invitation.

No proposal may be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of proposal validity. Withdrawal of a proposal during this interval will make the applicant firm eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

E. Procedure for selection of firms:

Single stage – two envelopes procedure shall be applied:

- (i) The proposal shall comprise 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 Procuring Agency without being opened;
- (v) The Procuring Agency shall evaluate the technical proposal/bid, without reference to the price and reject any proposal which do not conform to the specified requirements. During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) The financial Bid shall be opened publicly at a time, date and venue to be announced and communicated to the Applicants in advance;

- (vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the proposal validity period, publicly open the financial Bid of the technically accepted Bid only. The financial proposal of applicant firm found technically non-responsive shall be returned un-opened to the respective Applicants; and

F. Opening of BID:

I. Opening of BID by the Procuring Agency:

The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL in the presence of Applicant’s representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Applicant’s representatives who will be present shall sign the attendance sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

The Applicant’s firm names and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of Technical Proposal. No proposal shall be rejected at technical proposal/ proposal opening, except for late Bid, which shall be returned unopened to the Applicant. However, at the opening of Financial Bid (the date, time and venue would be announced later on), the proposal prices, discounts (if any), may consider appropriate, shall be announced.

II. Clarification of Bid:

During evaluation of the bid, the Procuring Agency may, at its discretion, ask the Applicant for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of proposal shall be sought, offered, or permitted.

G. Evaluation of BID:

- I. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the proposal within the stipulated proposal validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective proposal validity period. Such extension shall be for not more than the period equal to the period of the original proposal validity.

Applicants who,

- (a) agree to the Procuring Agency’s request for extension of proposal validity period shall not be permitted to change the substance of their Bids; and
- (b) do not agree to an extension of the proposal validity period shall be allowed to withdraw their Bids, if any.

II. Preliminary Examination:

The Procuring Agency shall examine the Bid to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether if required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a proposal which does not constitute a material deviation (or changes the substance of the proposal).

Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each proposal. For purposes of these Clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for

technical Bid. The Procuring Agency's determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

If a proposal is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Applicant by correction of the nonconformity.

In the financial Bid (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Applicant firms do not accept the correction of the errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

III. Evaluation and Comparison of Bids:

The Procuring Agency shall evaluate and compare the bids on the basis of complete scope of work services, which have been determined to be substantially responsive (Mentioned in evaluation criteria of services).

The Procuring Agency's evaluation of technical proposal shall be on the basis of the defined criteria.

A proposal once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation to bids.

EVALUATION CRITERIA

Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder/applicant firm for requisite services".

COMPULSORY PARAMETERS

- 1) Original receipt of purchase of tender.
- 2) The applicant firm shall submit copy of valid CNIC of CEO/Owner.
- 3) The applicant shall attach **2%** Bid Security in favour of DGHS Punjab (copy with technical proposal and original with financial proposal) of estimated cost in the form of Pay Order / Bank Draft / CDR / Irrevocable Bank Guarantee from any scheduled bank.
- 4) NTN, GST Certificate of the firm.
- 5) The bidder/applicant firm must be Active Tax Payer.
- 6) The bidder/applicant firm shall provide undertaking, on valid **Rs.100** judicial stamp paper duly verified by notary public, that currently it is not Blacklisted/Debarred by any Federal, Provincial or Local Government Procuring Agency, Acceptance of tender/bidding documents terms & conditions and that it has never been convicted by any court of law.
- 7) The bidder/applicant firm shall provide undertaking, on valid **Rs.100** judicial stamp paper duly verified by notary public, that firm shall comply TORs as mentioned in this bidding document.
- 8) In case of joint venture, agreement of firms and roles and responsibilities of each firm shall be enclosed with technical bid

MARKING CRITERIA

Note: The applicant firm / bidder (s) not fulfilling minimum requirement as per marking evaluation criteria will be disqualified.

Description	Max. Marks
1. Firm's experience with successful similar projects. 2 marks for each year evidenced through purchase order or assignment accomplishment for reputed client (Government, semi-government, UN, multinational, national registered commercial brands).	[10]
2. Proposed team 10 marks for each proposed professional staff (maximum up to 40 marks) 2 marks for each on work experience evidenced through certificate (maximum up to 10 marks)	[50]
3. Proposal presentation. Eligible bidders will be invited to present their proposal before technical evaluation committee who will score the proposal to be considered for evaluation.	[30]
4. Valid Registration / prequalification / enlistment as Social Media Agency with DGPR or Press Information Department	[10]
NOTE: The minimum technical score required to pass (Responsive) is: 65 Marks	
NOTE: 1) The financial Proposal/Quotation of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial Proposal/Quotation found technically non-responsive shall be returned un-opened to the respective Bidders/Firms. 3) The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive.	

IV. Evaluation of Financial Bids:

- a. After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals.
- b. Financial proposals shall be opened publicly in the presence of the applicant's representatives who choose to attend. The name of the applicants shall be read aloud. The financial proposal of the technically responsive applicants shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Applicants shall be returned unopened). These financial proposals shall be then opened, and the total prices will be read aloud and recorded.
- c. Incomplete proposal shall stand rejected. The scope of work or services described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- d. Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial proposal may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

H. Contacting the Procuring Agency:

No Applicant shall contact the Procuring Agency on any matter relating to its proposal, from the time of the proposal opening to the time the Contract is awarded.

Any effort by any Applicant to influence the Procuring Agency in its decisions on proposal evaluation, proposal comparison, or Contract Award will result in the rejection of the Applicant's proposal and subsequent black listing. Canvassing by any Applicant at any stage of the evaluation is strictly prohibited.

I. Rejection of Bids:

The Procuring Agency may reject all bids at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to any Applicant who submitted a proposal, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

Notice of the rejection of all bids shall be given promptly to the concerned Applicants that have submitted bid.

J. Re-Invitation:

If the Procuring Agency rejects all bids, it may call for a re-invitation or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

K. Announcement of Evaluation Report:

The Procuring Agency shall announce the results of proposal evaluation as a report giving justification for acceptance or rejection of bid as per Punjab Procurement Rules 2014.

L. Redressal of grievances by the procuring agency

- 1.1 The Purchaser has constituted 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.
- 1.2 Any bidder feeling aggrieved by any act of the Purchaser 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.
- 1.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 1.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

M. Notification of award:

Prior to the expiration of the period of proposal validity, the Procuring Agency shall notify the successful Applicant in writing that its proposal has been accepted. The notification of Award shall constitute the formation of the Contract.

N. Signing of Contract:

At the same time as the Procuring Agency notifies the successful Applicant that its proposal has been accepted, the Procuring Agency shall send the Applicant the Contract Form provided in the documents, incorporating all agreements between the Parties.

Within ONE week of receipt of the Contract Form, both the successful Applicant and the Procuring Agency shall sign the Contract.

O. Performance Guarantee:

On the date of signing of the Contract, the successful Applicant shall furnish the Performance Guarantee/Security equal to **5%** of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

P. Schedule of Requirement:

The assignment shall be completed in all respects within 90 (Ninety) days after the date of signing of contract (without penalty) and with prescribed penalty, as per following schedule of requirement:

Mode of penalty	Completion Period	Total Period
Without Penalty	90 Days	90 Days

In case of delay, beyond the period specified in the Schedule of Requirements, penalty @ 0.1% per day of the Contracted amount for late accomplishment of the assignment shall be imposed.

Q. Arbitration

Additional Chief Secretary, Government of the Punjab will be the Arbitrator. The decision of the Arbitrator will be final and binding on the applicant.

3. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Department]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Third Party]* (hereinafter called the "Third Party").

WHEREAS;

- (a) the Procuring Agency has requested the Third Party to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Third Party, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

Agreed Contract Value _____

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Instruction to Applicants
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) Appendices:
 - (e) Award of contract for specified services
2. In the event of any inconsistency between the documents, the following order of precedence shall prevail the Instruction to Applicants, Special Conditions of Contract, the General Conditions of Contract, Appendices.
3. The mutual rights and obligations of the Procuring Agency and the Third Party shall be as set forth in the Contract, in particular:
 - (a) the Third Party shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Third Party in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Procuring Agency]

[Authorized Representative of the Procuring Agency – name, title and signature]

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Procuring Agency’s country, as they may be issued and in force from time to time.
 - (b) “Procuring Agency” means *[the implementing/ executing]* agency that signs the Contract for the Services with the Selected Third Party.
 - (c) “Third Party” means a legally-established professional consulting firm or entity selected by the Procuring Agency to provide the Services under the signed Contract.
 - (d) “Contract” means the legally binding written agreement signed between the Procuring Agency and the Third Party and which includes all the attached documents of the Form of Contract (Instruction to Applicants, the General Conditions (GCC), the Special Conditions (SCC), Award of Contract / Purchase Order and the Appendices).
 - (e) “Day” means a working day unless indicated otherwise.
 - (f) “Effective Date” means the date on which this Contract comes into force and effect.
 - (g) “Experts” means, collectively, Key Experts, Non-Key Experts.
 - (h) “GCC” means these General Conditions of Contract.
 - (i) “Government” means the government of the Procuring Agency’s country.
 - (j) “Key Expert(s)” means an individual professional (s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Third Party’s proposal. As proposed project director of project and director photography.
 - (k) “Local Currency” means the currency of the Procuring Agency’s country.
 - (l) “Non-Key Expert(s)” means an individual professional (s) provided by the Third Party.
 - (m) “Party” means the Procuring Agency or the Third Party, as the case may be, and “Parties” means both of them.
 - (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - (o) “Services” means the work to be performed by the Third Party pursuant to this Contract, as described in Appendix hereto.
 - (p) “Third Party” means any person or entity other than the Government, the Procuring Agency, the Third Party.

(q) "Donor agency" means a foreign bilateral or multilateral agency, UN agency, international NGO or the Banks.

2. Law Governing Contract

2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

3. Language

3.1. This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4. Communications

4.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address.

4.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified.

5. Location

5.1. The Services shall be performed at such locations as are specified in TORs.

6. Authority of Member in Charge

6.1. In case the Third Party is a Joint Venture, the members hereby authorize the member to act on their behalf in exercising all the Third Party's rights and obligations towards the Procuring Agency under this Contract.

7. Authorized Representatives

7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Third Party may be taken or executed by the officials

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

8. Commencement of Services

8.1. The Third Party shall confirm availability of Key Experts and begin carrying out the Services immediately after signing of the contract.

9. Expiration of Contract

9.1. Unless terminated earlier, this Contract shall expire at the end of time period mentioned.

10. Entire Agreement

10.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

11. Force Majeure

a. Definition

11.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is

unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

11.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

11.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

11.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

11.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

11.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Third Party, upon instructions by the Procuring Agency, shall:

- (b) continue with the Services to the extent reasonably possible, in which case the Third Party shall continue to be paid under the

terms of this Contract.

11.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled accordingly.

12. Suspension

12.1. The Procuring Agency may, by written notice of suspension to the Third Party, suspend all payments to the Third Party hereunder if the Third Party fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Third Party to remedy such failure within a period not exceeding Fifteen (15) calendar days after receipt by the Third Party of such notice of suspension.

13. Termination

13.1. This Contract may be terminated by Procuring Agency as per provisions set up below:

13.2. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least Fifteen (15) calendar days' written notice of termination to the Third Party in case of the events referred to in (a) through (d); at least Thirty (30) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Third Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Third Party becomes (or, if the Third Party consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Third Party fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Third Party is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Third Party fails to confirm availability of Key Experts as required.

13.3. Furthermore, if the Procuring Agency determines that the Third Party has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving **Seven (07)** calendar days written notice to the Third Party, terminate the Third Party's employment under the Contract.

- c. Cessation of Rights and Obligations**

13.5. Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth, (iii) the Third Party's obligation to permit inspection, copying and auditing of their accounts and records set forth, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services**

13.6. Upon termination of this Contract by notice of Procuring Agency to the Third Party, the Third Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Third Party and equipment and materials furnished by the Procuring Agency, the Third Party shall proceed as provided, respectively.

- e. Payment upon Termination**

13.7. Upon termination of this Contract, the Procuring Agency shall make the following payments to the Third Party:

 - (a) payment for Services satisfactorily performed prior to the effective date of termination; and

C. OBLIGATIONS OF THE THIRD PARTY

14. General:

- a. Standard of Performance**

Third Party shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

14.2. The Third Party shall employ and provide such qualified and experienced Experts as are required to carry out the Services.

14.3. The Third Party shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law which is Pakistan's Law

b. Law Applicable to Services

15. Conflict of Interests

15.1. The Third Party shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

16. Confidentiality

16.1. Except with the prior written consent of the Procuring Agency, the Third Party and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Third Party and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

17. Accounting, Inspection and Auditing

17.1. The Third Party shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

18. Reporting Obligations

18.1. The Third Party shall submit to the Procuring Agency the reports and documents regularly which will also keep track the activities in right directions as per requirements.

19. Proprietary Rights of the Procuring Agency in Reports and Records

19.1. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Third Party for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Third Party shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Third Party may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency. The Third Party will provide all documentation.

20. Equipment, Vehicles and Materials

20.1. Equipment, vehicles and materials made available to the Third Party by the Procuring Agency, or purchased by the Third Party wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Third Party shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Third Party, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

20.2. Any equipment or materials brought by the Third Party or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Third Party or the Experts concerned, as applicable.

D. THIRD PARTY'S EXPERTS

21. Replacement of Key Experts

21.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

21.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Third Party's written request and due to circumstances outside the reasonable control of the Third Party, including but not limited to death or medical incapacity. In such case, the Third Party shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

22. Removal of Experts

22.1. If the Procuring Agency finds that any of the Expert(s) has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that Third Party's Expert have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Third Party shall, at the Procuring Agency's written request, provide a replacement.

22.2. In the event that any of Key Expert(s), Non-Key Expert(s) is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Third Party to provide a replacement.

22.3. Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

22.4. The Third Party shall bear all costs arising out of or incidental to any removal and/or replacement of such Expert(s).

E. OBLIGATIONS OF THE PROCURING AGENCY

23. Assistance and Exemptions

23.1. The Procuring Agency shall use its best efforts to:

- (a) Assist the Third Party in getting work permissions for the health facilities and such other documents as shall be necessary to enable the Third Party to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Provide to the Third Party any such other assistance as may necessary in execution of services.

24. Access to Health Facilities

24.1. The Procuring Agency warrants that the Third Party shall have, free of charge, unimpeded access to the health facilities in respect of which access is required for the performance of the Services.

25. Change in the Applicable Law Related to Taxes and Duties

25.1. If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost shall be incurred by the Third Party in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Third Party under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount.

F. PAYMENTS TO THE THIRD PARTY

26. Contract Price

26.1. The Contract price is fixed.

27. Taxes and Duties

27.1. The Third Party and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

28. Currency of Payment

28.1. Any payment under this Contract shall be made in the Pak Rs..

29. Mode of Billing and Payment

29.1. The total payments under this Contract shall not exceed the Contract price set forth.

29.2. The payments under this Contract shall be made in according to payment schedule agreed as per signed contract against deliverables and completing the scope of work and shall be made only after the monthly report have been submitted and approved as satisfactory by the Procuring Agency. The Services shall then be deemed completed and finally accepted by the Procuring Agency.

G. FAIRNESS AND GOOD FAITH

30. Good Faith

30.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

31. Amicable Settlement

31.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

31.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, the decision will be made by the Additional Chief Secretary, Punjab; being an Arbitrator.

32. Dispute Resolution

32.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration.

Special Conditions of Contract

Expiration of Contract: The time period shall be 90 days after signing of the Contract and may be extended further during this financial year subject to satisfactory performance, requirements of the Procuring Agency & availability of funds.

Contract:

Contract price The Contract price is Rs. _____ inclusive of all taxes.

Documents' Ownership Complete documents, Final Report, Data Base will be the property of the Procuring Agency.

ANNEXURE-I

SCOPE OF SERVICES

FOR

HIRING OF FIRM FOR SOCIAL MEDIA CAMPAIGN FOR NUTRITION AND BREAST FEEDING

Achieving objectives stated in the section above would require to deploy a team of professional staff who would work under close supervision of the Directorate General Health Services Punjab. Desired set of technical tasks include but not limited to following:

- Retrieve relevant subject information under supervision of Health Education Section of this Directorate.
- Develop health messages to educate public on priority health subject.
- Conduct photography to capture relevant pictures for use in information, education and communication materials development.
- Graphic designing to develop health education materials on the prioritized health subjects.
- Design social media posts for launch of health education plan.
- Develop content for media briefing on the selected health subjects.
- Assist the Directorate General Health Services Punjab in organizing events where required.
- Create and design creative content on the priority subjects for social media pages owned by Directorate General Health Services Punjab and other key departments if required. The content will include all types of copy writing, graphic visualization, photography, events photo coverage, social media posts etc.
- Manage social media profile of DGHS Punjab & other programs / key departments if required on Facebook, Twitter, Instagram & Youtube, post daily content on these profiles, manage the social media community.
- Respond to queries at all social media platforms in consultation with DGHS Punjab, similarly standard set of responses must also be developed against a series of questions prior to responding.
- Answer / reply to the queries and send to the concerned person for timely action.
- Devise a content calendar for all diseases / subjects, a list of which will be provided later and create content including catchy slogans, graphic posts & take photograph if required.
- Develop quarterly digital strategy, in line with department's objectives and communication touch points.
- Creating the digital & social media content and it's adapts, including but not limited to posts, banners etc.

- Create at least 30 posts for social media on the assigned health subjects every month excluding adaptations making total 90 posts in three month's duration. Frequency of posts may change on the discretion of communication department in DGHS Punjab.
- Post all videos of department on youtube and other social media with proper hashtags & video optimization prototypes.
- Assist DGHS Punjab in carrying out digital advertising campaigns on Google & Facebook etc.
- Assist the DGHS for public relations activities including arranging events, media meetings, media releases.
- The deployed team for social media will work under the direct supervision of Health Education Officer of Directorate General Health Services Punjab & assist the Directorate on assigned tasks related to social media & PR.
- To accomplish with scope of work narrated above a team of professionals comprising of specialties / skill set will be required to deploy who will work in the premises of DGHS Punjab under the direct supervision of Health Education section. There will be requirement to deploy:
 - Full time **02 content writers / social media experts** (Masters / BS Qualification)
 - **02 Graphic Designers** (FA / FSC with certificate in Graphic Designing / videography or higher) and
 - **01 Cameraman** with suitable qualification, at office of DGHS Punjab and should have sufficient backstopping by production house and design studio.

Procurement Terms:

- I. Initial contract will be for three months however same may be extended subject to satisfactory performance & availability of budget for this purpose.
- II. Social media campaign will be conducted as per requirement. Performance will be evaluated by Committee constituted by DGHS Punjab.
- III. Social media firm will submit monthly / quarterly report on the performance of the social media cell and furnish any of the content when required.
- IV. The approved social media team will sit in office of Health Education of Directorate General Health Services Punjab. If any team member does not perform up to the satisfaction of this Directorate, the vendor will be required to replace him / her with suitable incumbent.
- V. All Government taxes levied on such payments will be applicable.

ANNEXURE-II
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your invitation to bids dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the bidding documents: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the documents.
- (c) We have no conflict of interest.
- (d) We undertake to negotiate the Contract as per PPRA Rules 2014. We accept that the substitution of Key Experts may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We undertake to observe the laws against fraud and corruption, including bribery, in force in the country.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the schedule.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

ANNEXURE-III
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [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 amount of {Indicate the corresponding to the amount(s)} {Insert amount(s) in words and figures} which is lump sum for the whole assignment, *including all direct and indirect local taxes and out of pocket expenses.*

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.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _(Name of the bidder / Firm)_ 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