

# CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G)



## REQUEST FOR PROPOSAL

*No: CPPA-G/creative agency2022.04*

## HIRING OF CREATIVE AGENCY ON RETAINERSHIP BASIS

**Note:** Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

### Manager Communications

**CPPA-G, Shaheen Plaza, Plot 73-A West, Fazlul Haq Road Blue Area,  
Islamabad Tel: 051-111-922-772 Ext-167**

## Tender Schedule

1.	Tender Publishing	<p>Tender notice will publish in newspapers on <b>21<sup>st</sup> April 2022</b></p> <p><b>Tender document will be available on CPPA-G website for download.</b></p>
2.	Pre-Bid Meeting	<p><b>28<sup>th</sup> April 2022 at 11:30 AM</b> CPPA-G Office, Islamabad.</p> <p><b>All bidders are requested to send their queries/questions/issues to the Point of contact in writing or via email by 27<sup>th</sup> April 2022.</b></p> <p>Email: <a href="mailto:zeeshan.khan@cpga.gov.pk">zeeshan.khan@cpga.gov.pk</a></p>
3.	Updated Minutes of the meeting clarifications/modifications of tender, if required.	<p>29<sup>th</sup> April 2022. Will be published on PPRA/ CPPAG website, if any.</p>
4.	Last date for submission of tenders	<p>11:00 AM on 24<sup>th</sup> May 2022</p>
5.	Opening of Tenders/Technical	<p>11:30 AM on 24<sup>th</sup> May 2022</p>
6.	Financial Proposal Opening	<p>CPPA-G will invite technically qualified bidders for financial bid opening by issuing qualification letters.</p>

## **RFP HIRING OF CREATIVE AGENCY ON RETAINERSHIP BASIS**

### **RFP No. CPPA-G/creative agency2022.04**

1. Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) is a company incorporated under the Companies Ordinance 1984 (XLVII of 1984) and granted a Corporate Universal Identification No. 0068608 by the Security Exchange Commission of Pakistan and operating under the auspices of Ministry of Energy (Power Division), Government of Pakistan. CPPA-G invites sealed bids from experienced companies having valid registration with tax (NTN and STRN) and other relevant authorities, for provision of creative agency services on retainership basis. The companies submitting their bids must be appearing on Active Taxpayers List (ATL) issued by Federal Board of Revenue, Government of Pakistan.
2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarifications / rejection of bids, performance guarantee etc. can be downloaded by the interested bidders from [www.cppa.gov.pk/](http://www.cppa.gov.pk/) Prospective bidders may request a clarification on the bidding documents till **28<sup>th</sup> April, 2022**.
3. Bids, prepared in accordance with the instructions provided in the bidding documents, must reach at following address on or before **24<sup>th</sup> May, 2022** at 1100 Hrs. Technical bids will be opened on the same day at 1130 Hrs. In case the day of bid submission and technical bid opening falls on a public holiday, next working day shall be considered as deadline for the same. This notice is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

### **Manager Communications**

**CPPA-G, Shaheen Plaza, Plot 73-A West, Fazal-ul-Haq, Road Blue Area, Islamabad**

**Tel: 051-111-922-772 Ext-167**

## **Request for Proposals (RFP)**

### **HIRING OF CREATIVE AGENCY ON RETAINERSHIP BASIS**



**RFP No. CPPA-G/creative agency2022.04**

**Bid Submission: 24<sup>th</sup> May, 2022 by 1100 Hrs.**

**Technical Bid Opening: 24<sup>th</sup> May, 2022 at 1130 Hrs.**

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## **INSTRUCTIONS TO BIDDERS**

The objective of “Instructions to Bidders” is to provide bidders information to submit their bids in response to this Request for Proposal (RFP) document, according to the requirements defined in this RFP document and in the same order/sequence as set forth in this RFP document. Bidders are required to follow the below requirements for their bids:

- 1) Bidders who receive the RFP documents shall send an acknowledgement to CPPA-G by email at “zeeshan.khan@cpga.gov.pk”. The acknowledgement shall have full contact details of its contact person. Any updates/communication/response to the clarifications shall be shared with such provided contact person(s). CPPA-G assumes no liability for non-receipt of updates/communication/clarifications for such bidders who do not share the required contact details.
- 2) CPPA-G will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to prospective bidders, and published on CPPA-G Website, without disclosing details of the bidders. An SMS/text message or phone call will not be regarded as a communication for purpose of this RFP document and cannot be referred as such and shall not be deemed legally binding. CPPA-G foresees that while clarifying a query, a prospective bidder’s identity may need to be disclosed due to nature of the query, the prospective bidder, in such case, will have no objection to such disclosure by CPPA-G.
- 3) CPPA-G may hold a prospective bidders’ clarifications/pre-bid meeting at CPPA-G Office in Islamabad or any other place in Pakistan, as may be decided by CPPA-G, to which prospective bidders will be invited. Prospective bidders may attend the meeting at their own cost.
- 4) Scope of Services for subject tender is provided at **Annexure-I**.
- 5) For this Tender, Single Stage – Two Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their technical and financial bids in a single package. The technical & financial bids shall further be separately sealed, packed and marked within the main envelop so that the contents of each envelop are concealed and not visible. The envelops shall be clearly marked as “**Bid for Provision of Creative Agency Services on Retainership Basis (RFP No. CPPA-G/creative agency2022.04)**” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the bidder.
- 6) The bidders will submit their bids in one (01) original along with one soft copy on USB drive, in PDF as well as native MS Word/Excel formats. The soft copies shall be separate for technical bid and financial bid and **the same shall be sealed within the respective envelops**. All pages of the technical and financial bids must be sequentially numbered. Form of Bid, in technical bid, and Price Schedule, in financial bid, must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (**Annexure-III**). All other pages of the technical and financial bids must be stamped and initialed by the representative authorized as per clause 6 of the Form of Bid.

- 7) Bid security amounting to 5% of total quoted (per annum) value in PKR shall be submitted in form of Pay Order, demand draft or a call deposit, in favour of CPPA-G. The bid security shall be placed in the financial bid. No bid shall be entertained without bid security.
- 8) The bid security may be forfeited in case of occurrence of any of the following:
  - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
  - b) Bidder fails to extend validity period of the bid security to match any extension of the bid validity date in accordance with the terms and conditions of this RFP.
  - c) Bidder refusing to rectify a discrepancy in submitted bid security or Form of Bid.
  - d) Successful bidder(s), failing to:
    - i) furnish the required Performance guarantee(s); and/or
    - ii) Sign the Contract.
- 9) Bid security of technically disqualified bidders shall be returned to them, along with their unopened financial bids, after announcement of technical evaluation. Bid security of technically qualified but overall unsuccessful bidders shall be returned after signing of contract with the successful bidder. Bid security of successful bidder shall be returned after submission of performance guarantee.
- 10) Bid validity period will be Ninety (90) days, starting from date of opening of the technical bids. Within original validity of the bids, CPPA-G may request the bidders to extend their bid validity for another period not exceeding the original bid validity. Bidders who choose not to extend their bid validity as desired by CPPA-G would be required to withdraw their bids and their bid security shall be returned to them.
- 11) In case of extension of bid validity, bidders shall also extend validity of their bid security for corresponding period of time.
- 12) Language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 13) CPPA-G reserves the right to amend, modify, supplement or withdraw this RFP document or extend the deadline for submission of bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the RFP document and binding on the bidders. CPPA-G shall notify the amendment(s) in writing prior to the bid submission date.
- 14) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. Bidders shall be evaluated on basis of the documents provided in their bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. The most advantageous bidder, as per the evaluation criteria, shall be declared the successful bidder as per Public Procurement Rules 2004.
- 15) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 16) The successful bidder will be required to furnish a performance bond, amounting to five percent (5%) of the total contract amount, in form of a Bank Guarantee issued by a scheduled

bank in Pakistan as per format provided at **Annexure-VI**, within fifteen working days from the receipt of notice of successful bidder or the time as may be extended by CPPA-G. If the successful bidder fails to deposit performance bond within the time stated above, CPPA-G retains the right to cancel the notice for award of tender and the bid security shall be forfeited.

- 17) The bids may be rejected if a shortcoming occurs in the following:
- a) Signed “Form of Bid”, as per format given in **Annexure-III**, with official stamp affixed on it is not provided;
  - b) Form of Bid is not submitted in original, on bidder’s letterhead and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
  - c) Bid security, as per required form and format, is not provided in financial bid;
  - d) Bidder not being registered with the FBR;
  - e) Bid is un-sealed, un-signed, partial, conditional, alternative, late;
  - f) Bidder has been found blacklisted or having actual or potential conflict of interest either with CPPA-G or the subject assignment;
  - g) Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
  - h) Bidder engages in corrupt or fraudulent practices during the process.
- 18) Technical bids shall be opened at the specified time and place in presence of authorized representatives of the bidders who choose to attend.
- 19) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**. Bidders are required to secure at least **80% marks** on overall basis for technical qualification.
- 20) Bidders who score passing marks in the technical evaluation shall be declared technically qualified and will be invited for financial bid opening.
- 21) Bidders are required to submit their financial bids as per format provided at **Annexure-V**.
- 22) Bidders shall bear all costs/expenses associated with preparation and submission of the bids and CPPA-G shall in no case be responsible/liable for those costs/expenses.
- 23) Any bid received by CPPA-G after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be bidder’s responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by mail / courier.
- 24) During examination and evaluation of the bids, CPPA-G at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission.



- 25) During bid evaluation CPPA-G may ask bidders for presentations, demos and/or samples of their offered services, solutions and/or previous works. Bidders shall arrange the same at their own cost. Further, CPPA-G may also visit the premises and facilities of the bidders, with or without prior notice.
- 26) Bids submitted via email or fax shall not be entertained.
- 27) The successful bidder will sign a contract with CPPA-G as per draft attached as **Annexure-II**. All costs associated with entering into the said contract shall be borne by the successful bidder. In case the successful bidder fails or refuses to sign the contract, its bid security shall be forfeited and CPPA-G may, at its sole discretion, offer the contract to the next most advantageous bidder.
- 28) CPPA-G does not accept:
- a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidders or its advisers during the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or
  - b) any liability for any loss or damage suffered or incurred by the bidders or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 29) The bidders agree that:
- a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this RFP and will rely on their own enquiries and seek appropriate professional advice;
  - b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency or reliability of the information.
- 30) Decision of CPPA-G shall be final and CPPA-G will not be liable for any loss or damage to any party acting in reliance thereon.
- 31) CPPA-G reserves the right to blacklist any bidder and to forfeit their bid securities who breaches any terms and conditions of this RFP.
- 32) Prospective bidders may request a clarification on this RFP document till **28<sup>th</sup> April, 2022** by attending the pre-bid meeting. Any request for clarification must be sent in writing prior to the pre-bid meeting at **zeeshan.khan@cpga.gov.pk**.

## ANNEXURE-I: SCOPE OF SERVICES

### I. Key objectives of the creative agency

- Assist CPPA-G in developing a creative and progressive corporate image strategy to effectively strengthen the current market position of CPPA-G as an innovator and a democratizer of Power sector in Pakistan
- To drive CPPA-G’s perception as an aspirational brand harboring the talented professionals of the country.
- To compile, analyze and deliver insightful recommendations and reports.
- To engage media, not limited to traditional media outlets but contemporary media outlets as well.
- To design integrated corporate image campaigns with a 360° PR, visibility and communications approach.
- To have a strong relationship with all forms of media outlets (both print and digital), influencers and to utilize them in the most effective manner.

### II. Scope of Work

<b>Core Activities</b>	<b>Description</b>
<b>Image Management</b>	<ul style="list-style-type: none"> <li>➤ Corporate communication strategy, planning and execution</li> <li>➤ Corporate campaign planning and execution</li> <li>➤ Corporate visibility program development and execution</li> <li>➤ Corporate communication evaluation (periodic)</li> <li>➤ Corporate discussion / briefing (campaign-to-campaign basis)</li> <li>➤ Internal office branding to reflect corporate identity</li> </ul>
<b>Content Management</b>	<ul style="list-style-type: none"> <li>➤ Creation of overall content such as: photo releases, leadership profiles, New Logo Development, brand brief, press kits, influencer brief, emcee script, animated informational videos, corporate video, any other content material as required.</li> <li>➤ Localization of content</li> </ul>
<b>Media Management</b>	<ul style="list-style-type: none"> <li>➤ Media landscaping for CPPA-G</li> <li>➤ Media database management including TV, print, radio, digital, hybrid, social media outlets</li> <li>➤ Solid media relations to the entire media hierarchy (from top to bottom)</li> <li>➤ Good understanding of beat journalism and beat approach</li> <li>➤ Adept at making journalist briefs and other media-consumable content.</li> </ul>
<b>Event Management</b>	<ul style="list-style-type: none"> <li>➤ Assist in planning and execution of corporate events such as: press conferences, media roundtables, media meetups</li> </ul>

	<p>and dinners, media workshops, media visits, media trips (as and when required)</p> <ul style="list-style-type: none"> <li>➤ Design theme, venue setup, venue management, catering management, event branding management, vendor management, giveaway management etc.</li> <li>➤ Conducting road shows as and when needed from planning to execution (end-to-end)</li> </ul>
<b>Creative Management</b>	<ul style="list-style-type: none"> <li>➤ Creative planning for a corporate campaign including brief preparation, storyboarding, mood boarding etc.</li> <li>➤ Complete management of product photo shoots, brand photo shoots etc. as and when required as part of a campaign</li> </ul>
<b>Employer Branding</b>	<ul style="list-style-type: none"> <li>➤ Conduct an Employer Brand Audit</li> <li>➤ Craft Employee Value Proposition</li> <li>➤ Draft and assist in implementation of Employer Branding Strategy</li> <li>➤ Improve the official digital assets of the organization by adopting modern best practices and consistent content creation to be part of the global debate.</li> </ul>
<b>Adhoc Tasks</b>	<ul style="list-style-type: none"> <li>➤ Creative agency will be asked to provide assistance on any adhoc task arising from any future situation or requirement.</li> </ul>

### III. Key deliverables:

Key deliverables	Description
<b>Corporate Video</b>	<ul style="list-style-type: none"> <li>➤ 120/180 seconds corporate video to be used at events and on the CPPA-G website.</li> </ul>
<b>Short Informational videos</b>	<ul style="list-style-type: none"> <li>➤ 12/16 short videos of 30-60 seconds each. These short videos will either be animated, human based or both. Topics of videos will be communicated by CPPA-G.</li> </ul>
<b>Brand Identity Deliverables</b>	<ul style="list-style-type: none"> <li>➤ Logo's, typography, Color Palette, image style, iconography, style guide, digital collateral, physical collateral</li> <li>➤ Brand guideline</li> <li>➤ Website Content Development</li> </ul>
<b>Brand Kit</b>	<ul style="list-style-type: none"> <li>➤ Complete brand kit with logo designs and adaptations. PowerPoint templates. Key graphics and vectors.</li> <li>➤ Human brand persona</li> </ul>
<b>Corporate Items</b>	<ul style="list-style-type: none"> <li>➤ Designs for employee cards, business cards, diaries, shields, certificates, email signatures, office branding by showcasing organizational values</li> <li>➤ Employee Handbook design</li> <li>➤ Onboarding kits design</li> <li>➤ Annual/Quarterly Reports (designing only)</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Quarterly Newsletters</li> </ul>
<b>Marketing support</b>	<ul style="list-style-type: none"> <li>➤ Marketing plan, artwork, SEO optimization, Press kit</li> </ul>
<b>Corporate Pictures</b>	<ul style="list-style-type: none"> <li>➤ Profiles of all leadership and key officials.</li> <li>➤ 250 high resolution pictures of sceneries and environment describing the use of electricity for development.</li> </ul>
<b>Employer Branding</b>	<ul style="list-style-type: none"> <li>➤ LinkedIn &amp; Company Website Profiles of all leadership and key officials (involved in public dealing).</li> <li>➤ Development of Employee value proposition-based content (Case studies, Videos, Infographics, etc.) for website and LinkedIn.</li> <li>➤ Redesign execution and visibility of employee benefits to reflect employer brand with a clear focus on diversity and inclusion through videos, testimonials etc. (e.g., Equal opportunity employer, Day care, onboarding activities, sports, celebration of historic events/days).</li> <li>➤ Optimization of Candidate application till onboarding experience</li> <li>➤ Assist in content development and branding during job fairs/universities/HR corporate visits.</li> <li>➤ Design Onboarding kits and giveaways for the symbolic celebrations</li> <li>➤ Design Life at CPPA-G section on LinkedIn and CPPA-G website.</li> <li>➤ Employee handbook redesigning (focused on Culture)</li> <li>➤ “How to represent CPPA-G”</li> <li>➤ Internal Trainings content development and execution strategy focused on company’s branding model/EVP to groom employees in the areas of professional attire, presentation methodologies (internal meetings/corporate events/expo’s etc.) and practical guidelines to improve soft skills.</li> <li>➤ Employee headshots to boast unique ‘CPPA look’ by designing any special filter/theme to make it eye-catching on the web.</li> <li>➤ Logo theme-based clothing range design (Sportswear/ Shirts/Caps etc.)</li> <li>➤ Short Functional theme video reflecting the work environment of CPPA-G (HOD’s short comments)</li> </ul>
<b>Adhoc Deliverables</b>	<ul style="list-style-type: none"> <li>➤ Creative agency will be asked to deliver on any adhoc requirement arising from any future situation.</li> </ul>

#### **IV. Proposed Methodology and Approach**

The corporate “rebranding” process of CPPA-G will follow an inclusive approach taking all departments on board via their CXOs for this change. The process followed for rebranding will be as follows:

- Discovery
- Positioning and Messaging
- Visual Brand Expression
- Launch

#### **V. Tracking and Assessment:**

The firm will track and assess the outcome of campaigns and utilize that information to refine the products and enhance subsequent campaigns, incorporating the insights in campaign materials and activities. Tracking and assessment may require primary research activities (e.g. physical surveys) as well digital or other mechanisms for tracking. The Agency may propose how to track progress and outcomes. The agency will provide regular monthly updates to CPPA-G on the impact of their activities using parameters/metricues normally accepted for digital media campaigns.

#### **VI. Type of Contract:**

Monthly Retainership basis

#### **VII. Duration of Contract:**

One (01) year, extendable up to another two (02) terms of one (01) year each subject to requirement.

#### **VIII. Strengths and Experience:**

The creative agency is anticipated to have the capability to deliver strategically, creatively and operationally. The Agency will have the following capability and experience:

- a. Capability and experience with corporate image management, corporate visibility strategy, leadership profiling, digital media management, communications products, material and strategy development, including insight gathering, audience identification, development of messages, assessment of appropriate mechanisms for reaching desired audience, budget optimization (if any), and developing and documenting a comprehensive strategy.
- b. Capability and experience with creative production (from conceptualization to final production) for the range of activities.
- c. Capability and experience to operationally deliver the necessary actions for carrying out the specified campaigns, including digital media placement, direct communications activities, social media and online promotion activities, and other required activities.
- d. Capability to develop illustrations, infographics, visual products, short documentaries, etc.

## ANNEXURE II: DRAFT CONTRACT

[To be on Rs. 100/- Stamp Paper]

The Contract for provision of professional Creative Agency Services “**Services**” (hereinafter referred to as “this Contract”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, By and Between Central Power Purchasing Agency (Guarantee) Limited (hereinafter referred to as “**CPPA-G**”) having its registered office at CPPA-G \_\_\_\_\_ Islamabad which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part; And M/s [●] having its office at [●] (hereinafter referred as “**Creative Agency**”) of the other part;

Both CPPA-G and Creative Agency may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS CPPA-G intends to engage Creative Agency to perform the Services as defined in Clause 1.

AND WHEREAS Creative Agency warrants and represents that Creative Agency has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS Creative Agency has qualified through a competitive bidding processes conducted by CPPA-G and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and contracts the Parties hereto, agree to the following terms and conditions:

### **1. Scope of Services**

Creative Agency shall perform its services as per the detailed Scope provided in Annexure-I as advertised in the RFP No. CPPA-G/creative agency2022.04.

### **2. Payment Terms**

2.1 The monthly retainership fee (Fee) is PKR [●] (Pakistan Rupees [●] Only) which is inclusive of all out of pocket expenses, applicable taxes & levies.

2.2 The Fee shall remain fixed for the contract term. No change/increase/raise shall be allowed on any pretext.

2.3 A review of the Fee may be granted by CPPA-G only in the condition as stated below:

- i) At the time of extension of contract as mentioned at clause 4.1, the Creative Agency may send a written request to the authorized representative of CPPA-G for price review.
- ii) CPPA-G will conduct a review of prices to adjust the inflation factor. The benchmark inflation will be applied by taking simple average of last three (03) years' inflation figures published by the Pakistan Bureau of Statistics, Government of Pakistan.
- iii) The new prices, if applicable, shall be made part of the extended contract.

2.4 The Creative Agency shall raise its monthly invoice at the end of each month. The Fee shall be paid, through crossed cheque, after deduction of applicable taxes within thirty days of submission and acceptance by CPPA-G of original error free invoices.

2.5 No payment shall be made to Creative Agency in advance as mobilization advance or on any other account.

2.6 Any statutory payments will be reimbursable at actual on submission of relevant receipts.

2.7 The payment shall be made to Creative Agency only when it is on the Active Taxpayers List (ATL) of FBR. If Creative Agency is not in ATL at the time of processing of invoice, no payment shall be made until Creative Agency appears in ATL of FBR.

2.8 Any increase and/or decrease or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.

### **3. Obligation of Creative Agency**

3.1 Creative Agency undertakes and agrees that it shall perform the Services and carry out its obligations under this Contract with all due diligence, care, efficiency and economy and to the acceptable standards. Creative Agency acknowledges and agrees that it shall, without incurring any additional cost to CPPA-G, be liable to re-perform and rework all or any part of the Services which are deficient in any manner. Creative Agency shall always act, in respect of any matter relating to Services, as faithful advisor to CPPA-G and shall at all times support and safeguard CPPA-G's legitimate interests in any dealings.

3.2 Creative Agency agrees and undertakes that it shall upon completion of work related to its Services submit the same for CPPA-G's approval. CPPA-G will give its approval within due time.

3.3 In case CPPA-G identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against CPPA-G, and upon written request by CPPA-G, Creative Agency undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

3.4 Creative Agency undertakes and agrees with CPPA-G, its officers, employees, directors, consultants and advisors (the "CPPA-G Indemnified Persons") that it shall keep the CPPA-G

Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the CPPA-G. Indemnified Persons arising out of or in connection with this Contract or the Scope of Services, where such losses, claims, damages, liabilities or expenses is/are the result of the bad faith, gross negligence or willful misconduct of Creative Agency, provided that Creative Agency shall not be liable for indirect or consequential losses or damages; provided further the aggregate liability of Creative Agency shall under no circumstances exceed the total aggregate remuneration received by Creative Agency from CPPA-G in terms of this Contract.

3.5 Delay in performance of Services beyond the lead time specified, in writing, by CPPA-G for any assignment may entail imposition of fine (liquidated damages) at the rate of 0.5% per day, or as specified in writing for specific assignment, up and to a maximum of 10% of the total monthly retainerhip fee. This condition may be waived off by CPPA-G on its discretion or in case of force majeure which shall be proved by Creative Agency and supported by documentary evidence. Moreover, if Creative Agency fails to complete the assignment within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; CPPA-G, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the specific assignment and/or the Contract and forfeit performance guarantee.

#### **4. Term & Termination**

4.1 This Contract shall become effective upon signing by both the Parties and remain effective and valid for one (01) year. The Contract may be extended for another two terms of one (01) year each on satisfactory performance of the Creative Agency and subject to requirement of CPPA-G. The said extensions shall be on same terms and conditions of the Contract.

4.2 Notwithstanding the foregoing, CPPA-G may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on Creative Agency thirty days' (30) prior written notice. Payment of the work completed by Creative Agency, and accepted by CPPA-G, till serving such notice of termination shall be made to Creative Agency.

4.3 In case of the termination request by the creative agency, the company is liable to complete all the pending assignments before termination of the contract. In addition, the company is required to hand over all the data and materials associated with the assignments to CPPA-G. In case of non-compliance, the performance bond may be forfeited and due legal action may be taken.

#### **5. Confidentiality**

5.1 Creative Agency agrees to hold in confidence for a period commencing with the signing date and ending five (5) years following the Term of this Contract, any information supplied to it by CPPA-G and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.



5.2 Creative Agency further agrees to require its sub-contractors, advisors and employees to enter into appropriate nondisclosure contracts relative to such confidential information as may be communicated to them by Creative Agency and / or the CPPA-G.

5.3 The provisions of this clause shall not apply to information within any one of the following categories:

- a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
- b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
- c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
- d. other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

## **6. Conflict of Interest**

CPPA-G policy requires that Creative Agency provide professional, objective, and impartial advice and at all times hold the interest of CPPA-G paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Creative Agency has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of CPPA-G. Failure to disclose said situations may lead to termination of this Contract.

## **7. FORCE MAJEURE**

- 7.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Contract impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of Digital Media Agency to carry out the Works/Services. Force Majeure shall not include:
- (i) any action or failure to take action by a Party;
  - (ii) any event which is caused by negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
  - (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Contract; and (b) to have avoided or overcome in the course of carrying out its obligations under this Contract.

- 7.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

## **8. Integrity Pact**

- 8.1 Creative Agency hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or CPPA-G or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- 8.2 Without limiting the generality of the foregoing, Creative Agency represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 8.3 Creative Agency certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the CPPA-G and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 Creative Agency accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the CPPA-G under any law, contract or other instrument, be voidable at the option of the CPPA-G.
- 8.5 Notwithstanding any rights and remedies exercised by CPPA-G in this regard, Creative Agency agrees to indemnify CPPA-G for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to CPPA-G in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Creative Agency as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from CPPA-G.

## 9. Performance Guarantee

- 9.1 If the Creative Agency 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, CPPA-G may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Creative Agency.
- 9.2 Failure to provide required services within the specified time period or as per the performance parameters provided by CPPA-G may invoke penalty as specified in this document. In addition to that, Performance Guarantee amount may be forfeited.
- 9.3 Provision of wrong / false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the Creative Agency may not be allowed to participate in future Tenders.
- 9.4 On successful discharge of obligations/services by the Creative Agency, the Performance Guarantee shall be returned to the Creative Agency upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of this Contract.

## 10. Miscellaneous

- 10.1 Entire Contract. This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.
- 10.2 Waiver. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.
- 10.3 Severance. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.

- 10.4 Dispute Resolution. Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. The Parties shall continue to perform their duties and responsibilities during period of such dispute resolution process.
- 10.5 Contract Amendments. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties
- 10.6 Notices. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier on the following address:

<b>CPPA-G</b>	<b>Creative Agency</b>
[Name of Representative]	[Name of Representative]
[Designation]	[Designation]
Land-line number:	Land-line number:
e-mail address:	e-mail address:
Address:	Address:

Any change in the details of abovementioned authorized representatives shall be immediately communicated to the other party.

- 10.7 Authorization. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.
- 10.8 Governing Law. This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.
- 10.9 Contract Language. The language of the Contract shall be English language.

- 10.10 Assignment. Except as provided herein, Creative Agency shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of CPPA-G. Any such prohibited assignment or transfer shall be void.
- 10.11 Status of Creative Agency. The Parties agree that Creative Agency shall be an independent company /firm and not an agent, employee or representative of CPPA-G.
- 10.12 Order of Precedence. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to be incorporated therein:
- a. This Contract;
  - b. The annexures/appendices/schedules to this Contract;
  - c. Creative Agency’s response to the clarifications during tender evaluation process;
  - d. Bid of the Creative Agency;
  - e. Responses of CPPA-G to the pre-bid clarifications; and
  - f. Complete RFP

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 and on behalf of  
**CPPA-G**

For and on behalf of  
**Creative Agency**

\_\_\_\_\_  
[Name of authorized signatory]  
[Designation]

\_\_\_\_\_  
[Name of authorized signatory]  
[Designation]

Witness 1:

Witness 2:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### ANNEXURE-III: FORM OF BID

Central Power Purchasing Agency (Guarantee) Limited  
Shaheen Plaza, Plot No. 73-West, Fazl-ul-Haq Road,  
Blue Area, Islamabad

Reference your RFP document No. CPPA-G/creative agency2022.04 for Provision of Creative Agency Services.

1. We, hereby submit our complete bid along with all requirements as per the RFP document. We acknowledge that CPPA-G is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of subject RFP document for whole bidding process.
3. We agree to abide by this Tender for a period of Ninety (90) days from the bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before expiration of this period.
4. We hereby undertake and confirm that M/s **[name of company]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We hereby further undertake that we, M/s **[name of company]**, do not have any actual or potential conflict of interest either with CPPA-G or with scope of the aforementioned Tender.
5. We submit herewith our bid as one (01) original along with one soft copy on USB drive in PDF as well as native MS Word/Excel formats.
6. We do hereby appoint and authorize Mr./Ms. **(full name and official address)** who is presently employed with us and holding the position of **[(designation)]** in **[name of the company]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to CPPA-G in all matters including but not limited to clarifications etc., till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.
7. We certify that, should we be awarded the contract, the resources who are to be assigned to the given project will be available to commence performance of the work within agreed timelines, and will remain available to perform the work. Furthermore, for any proposed person who is not our employee, we hereby certify that we have written permission from such person (or the employer of such person) to propose the services

of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to CPPA-G. We further certify that the proposed person is aware that overtime may be required and is willing to comply.

8. The decision of CPPA-G shall be final and CPPA-G will not be liable for any loss or damage to any party acting in reliance thereon.
9. We have gone through the terms/conditions of subject RFP document and have found the document in whole as non-biased to any particular company/contractor/consultant/advisor/firm or product/ brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
10. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, forfeiture of our bid security and our disqualification.
11. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of CPPA-G.
12. We acknowledge that CPPA-G reserves the right to blacklist any bidder or to forfeit its bid security who breaches any terms and conditions of this RFP document.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No. of Signatory: \_\_\_\_\_  
Email address of Signatory: \_\_\_\_\_  
Mailing address of Signatory: \_\_\_\_\_

Acceptance by representative authorised as per Clause 6 above:

Signatures of Authorised Representative: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No.: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

## ANNEXURE-IV: BID REQUIREMENTS & EVALUATION CRITERIA

1. Bidders shall submit in their bids all relevant documents required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength etc. must be available and clearly identified in the bid.
2. If any discrepancy is found in the Form of Bid and Bid Security, the same shall be communicated to said bidder for rectification. If the bidder declines or fails to rectify the discrepancy, its bid shall be disqualified and submitted bid security may be forfeited.
3. The evaluation committee shall evaluate the bids on the basis of responsiveness to the Scope of Services, mandatory requirements and evaluation criteria provided herein.
4. The Bidders must fulfil the following mandatory requirements. Bidders are required to submit the following documents with their technical bid and use the following table as index of their technical bid:

S/N	Mandatory Requirements	Documents to be provided	Reference Page number in bid
1.	The Bidder must possess valid NTN & GST registration.	NTN & GST registration certificates. Use Form 1.1	
2.	The Bidder must be a registered company.	SECP registration certificate or certificate of registrar of firms (as the case may be). Use Form 1.1	
3.	The bidder must be a single legal entity and not be a consortium of firms or a joint venture.	Confirmation on Company's Letterhead to be provided.	
4.	The Bidder must have minimum five (05) years of experience in providing creative agency services in Pakistan.	Will be calculated from company registration certificates and past work experience. Use form 1.2 on page 31.	



5.	The Bidder must have minimum three (03) clients to its credit for provision of specific/similar services in Pakistan in last three (03) years.	Details & supporting documents regarding provision of specific/similar services in Pakistan in last three (03) years. Copies of contracts, purchase/work orders or invoices to be provided. Claims without supporting documents shall not be accepted.	
6.	Bidder must have average annual turnover of minimum PKR 10 million in last three (03) years.	Attach audited financial statements of last three (03) financial years along with tax return certificates from FBR for the last three (03) years. Use form 1.3 on page 33	
7.	The Bidder must attach Bid security with its bid.	Bid security amounting to 5% of total quoted (per annum) value in PKR shall be submitted in form of Pay Order, demand draft or a call deposit, in favour of CPPA-G	
8.	The Bidder must attach signed Form of Bid with official stamp affixed on it as per the format given in Annex-III with its bid.	Signed Form of Bid with official stamp affixed on it as per the format given in Annex-III.	
9.	The Bidder must attach complete company profile.	Complete company profile. Use Form 1.1	
10.	The bidders must provide samples of their past work.	Samples be provided on USB drive.	
11.	The bidder must have an office setup in Islamabad or Rawalpindi.	Details to be provided on company letterhead.	

6. The following criteria shall be used for technical evaluation of the bidders.

S/N	Description	Marks
1	Experience of providing creative agency services: Since 5 years = 5 Marks From 6 to 8 years = 8 Marks 8 years and more = 10 Marks	10

2	<p>Experience of technical and general content writing, marketing and placement in conventional and digital products in last three (03) years (of professional standards):</p> <p>Minimum 5 projects = 5 Marks  6 – 10 projects = 7 Marks  11 and above projects = 10 Marks</p>	10
3	<p>Experience of producing high quality short videos, infographics, visuals, etc. of professional standards in last three (03) years:</p> <p>Minimum 5 projects = 5 Marks  6 – 10 projects = 7 Marks  11 and above projects = 10 Marks</p>	10
4	<p>Specific experience of the firm specializing in Internal Branding focused on employer branding:</p> <p>Minimum 2 projects = 5 Marks  3 – 5 projects = 7 Marks  5 and above projects = 10 Marks</p>	10
5	<p>Two senior management members of the firm must have experience in corporate communications, CSR or brands for MNCs – 10 marks (5 marks for each member fulfilling the criteria)  (Provide detailed resumes of both members)</p>	10
6	<p>The creative agency should ideally have an:</p> <ul style="list-style-type: none"> <li>i. In-house complete production setup - 10 marks</li> <li>ii. In-house audio studio set up along with at least 3 in-house voice-over artists. - 5 marks</li> <li>iii. In-house animation services/resource - 5 marks</li> </ul> <p>(Provide detailed separate item lists for each point.)</p>	20
7	<p>Quality of Work and Tools &amp; Tackles:</p> <ul style="list-style-type: none"> <li>i. Does the bidder have a good track record in conducting similar work as the scope of work as demonstrated by samples of past work? - 10 Marks</li> <li>ii. Does the bidder have experience in making policies, processes, procedures and frameworks for OD &amp; Internal Comms? - 10 marks</li> <li>iii. At least one verifiable on-going strategic communication project with a known MNC or public sector organization – 10 marks</li> </ul>	30
	Total Marks	100

Bidders shall be required to obtain 80 marks on overall basis to qualify technical evaluation.

For criterion mentioned at Sr.6 above, the Evaluation Team will use the evidence provided by the bidder for analysis. Evidence should include detailed description of in-house facilities including equipment type. Further, past work comprising of animated short videos, corporate videos for other organizations should be provided to demonstrate capacity of the firm. Resumes of voice-over artists and employment letter should be provided on company letterhead.

For criterion mentioned at Sr. 7 above, the Evaluation Team will use the samples of past work provided in the USB for evaluation. The USB should have a clearly marked folder titled “Evidence for criterion Sr.7 of evaluation”. The sub-folders within this should contain evidence for i, ii and iii as mentioned in the criterion. CPPA-G may invite all or any bidder/s for a comprehensive presentation to exhibit their past work and successes, if required during the technical evaluation phase.

The weightage of the marks obtained in the above criteria shall be eighty percent (80%) and will be calculated as under:

$$A = (\text{Marks Obtained out of 100}) \times 0.8$$

**Financial Evaluation:**

The financial proposals of the technically qualified bidders shall be evaluated as per the below criteria:

$$B = [100 \times (\text{Lowest Financial Proposal Value} / \text{Financial Proposal Value to be evaluated})] \times 0.2$$

**Final Score:**

Final Score shall be calculated as per the following formula:

$$\text{Final Score} = A + B$$

The contract will be awarded to the bidder obtaining highest Final Score (most advantageous bid).

**ANNEXURE-V: PRICE SCHEDULE/FINANCIAL BID FORMAT**

Bidders are required to submit their service charges as per following format.

<b>Sr.</b>	<b>Description</b>	<b>Tax Inclusive Cost</b>
1.	Creative Agency Services (Monthly Retainership Fee)	PKR
2.	Creative Agency Services (Yearly Retainership Fee)	PKR

**Monthly Total amount in Words:** \_\_\_\_\_

\_\_\_\_\_

**Yearly Total amount in Words:** \_\_\_\_\_

\_\_\_\_\_

\*Responsibility to include all and correct taxes is that of the bidders.

**Note:**

- 1- All the pages of the Price Schedule must be sequentially numbered, stamped and signed by the representative authorized as per clause 6 of the Form of Bid.
- 2- Quoted prices must be in Pakistani Rupees (PKR) inclusive of all kind of taxes, duties, charges/levies applicable in Pakistan.

## ANNEXURE-VI: PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Central Power Purchasing Agency (Guarantee) Limited (CPPA-G),  
Shaheen Plaza, Plot No. 73-West, Fazl-ul-Haq Road, Blue Area,  
**Islamabad.**

Subject: Surety Guarantee for PKR [●] (in words Pak Rupees [●] only) on behalf of **[insert Creative Agency name]** as performance guarantee for provision of **[insert name of RFP/services]** RFP No. **[insert RFP number]**.

Dear Sirs,

In the sum of PKR [●] /- (in words Pak Rupees [●] only), to you in Islamabad.

In consideration of your having issued the award for provision of **[insert name of RFP/services]** RFP No. **[insert RFP number]** to M/s **[insert successful bidder's name]** called the Creative Agency and in consideration for value, received from Creative Agency, we **[Insert name of the Bank]** (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at **[Insert address]** (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment at any time on your written demand(s) without further resource, question or reference to Creative Agency or any other person, in the event of default or non-performance and / or non-fulfillment by Creative Agency of its obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Creative Agency and to make payment accordingly within 30 (thirty) days of receipt thereof.
3. The performance guarantee shall come into force on **[Insert date]** and shall remain in full force, operative, effective and binding upon us for up to till the validity period of said contract or as may be extended by the Creative Agency from time to time. The Surety shall notify

CPPA-G in the event that the Creative Agency does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.

4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Creative Agency in respect of the performance of its obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.
6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Creative Agency.
7. No delay or failure to exercise any right or remedy under this performance guarantee by CPPA-G shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by CPPA-G shall be valid unless made in writing and duly signed by concerned representatives of the CPPA-G.
8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against CPPA-G shall be available to the Surety against CPPA-G in connection with any of the Surety's obligations to CPPA-G under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to CPPA-G, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to CPPA-G such additional amount necessary to ensure that CPPA-G receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The performance guarantee shall be binding upon and insure to the benefit of CPPA-G and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of CPPA-G.
10. No payment to CPPA-G under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by CPPA-G.
11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.

12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of .....

AUTHORIZED SIGNATURE .....

(Stamp and signature of the issuing bank)

## Form 1.1

Legal Name of the Bidding Firm	
Registered/ Incorporated in Pakistan	Registration Authority: Registered as: Registration Date: Registration No: Age of Firm: (Certificate of Registration/incorporation with registration authority be attached)
National Tax Number	NTN# NTN Issued on: Title on NTN Certificate: (Attach copy of NTN Certificate of the firm)
Sales Tax Registration	GST# Registered for Sales Tax with which Province:
Active Tax Payers	Status on Active Payers List of FBR (active or Not active – Choose one)
Registered Address of the Company	
Landline (If any), Fax and Website	
Details of Registered Branch Offices (Address with Phone, Fax)	
Number of Directors/ Partners	(Please fill and attach list of Directors/ Partners)
Number of Total full-time employees (permanent employees on the payroll of the company)	Attach list (Name/designation/date of joining /department/qualification/Experience



## Form 1.2

List of Renowned Private Sector Organizations who have been provided creative and communication services in last 3 years

S.No.	Name of Organization		Creative, communications and digital services provided			
	What is the legal status of the organization? MNC, Pvt. Ltd., UN, public etc.	What industry does organization fall in? FMCG, Telecom, INGO etc.	Project Name	Project Type (Documentary, advertisement, corporate video etc.)	Completion date	Approx. monetary value of project

## Form 1.3

### Average Annual Turnover of the Firm during last 03 Years

(Please Enclose a copy of Audit Accounts and the filed tax returns of the last 3 years)

Bid No:

Bid Title:

<b>Year</b>	<b>Annual Turnover (PKR)</b>	<b>Evidence Document.</b>	<b>Tax return report (yes / no)</b>	<b>Audit Report attached (yes / no)</b>
2018-19				
2019-20				
2020-21				