

## PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

### CONTRACT AWARD PROFORMA - I

(To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods)

<b>1. NAME OF THE ORGANIZATION/DEPTT.</b>		STATE BANK OF PAKISTAN (SBP BANKING SERVICES CORPORATION)	
<b>2. FEDERAL / PROVINCIAL GOVT.</b>		FEDERAL GOVERNMENT	
<b>3. TITLE OF CONTRACT</b>			
Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)			
<b>4. TENDER NUMBER</b>			
IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/22220/2022			
<b>5. BRIEF DESCRIPTION OF CONTRACT</b>			
The scope of services included creating, designing and disseminating basic financial literacy concepts/contents through 2-D Animated clips, brochures & Text/SMS to develop skills and attitudes towards better financial management and facilitate behavioral changes to improve economic outcomes.			
<b>6. TENDER VALUE (ESTIMATED)</b>			<b>Rs. 7,080,000/-</b>
<b>7. ENGINEER'S ESTIMATE (FOR CIVIL WORKS ONLY)</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
<b>8. ESTIMATED COMPLETION PERIOD</b>			90 Days
<b>9. WHETHER THE PROCUREMENT WAS INCLUDED IN THE ANNUAL PROCUREMENT PLAN??</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>10. ADVERTISEMENT</b>			
<b>(a) PPRA WEBSITE</b>	TS477802E	11-04-2022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(b) NEWSPAPERS</b>	ENGLISH: Business Recorder URDU: Daily Khabrain	11-04-2022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>11. TENDER OPENED ON (DATE &amp; TIME)</b>			28-04-2022/11:30 AM
<b>12. NATURE OF PURCHASE</b>			<input checked="" type="checkbox"/> Local/National <input type="checkbox"/> International
<b>13. EXTENSION IN DUE DATE (IF ANY)</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>14. NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST OF BUYERS)</b>			<b>Sixteen (16)</b> <b>(List Enclosed)</b>



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### CONTRACT AWARD PROFORMA - I

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<b>15. WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>(Copy Enclosed)</b>
<b>16. WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>(Copy Enclosed)</b>
<b>17. WHICH METHOD OF PROCUREMENT WAS USED?</b>	
<p><b>(a) OPEN COMPETITIVE BIDDING</b></p> <p>i. SINGLE STAGE – ONE ENVELOPE PROCEDURE <span style="float:right"><input type="checkbox"/></span></p> <p>ii. SINGLE STAGE – TWO ENVELOPE PROCEDURE <span style="float:right"><input checked="" type="checkbox"/></span></p> <p>iii. TWO-STAGE BIDDING PROCEDURE <span style="float:right"><input type="checkbox"/></span></p> <p>iv. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE <span style="float:right"><input type="checkbox"/></span></p> <p><b>(b) PETTY PURCHASE</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(c) REQUEST FOR QUOTATIONS</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(d) DIRECT CONTRACTING</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(e) NEGOTIATED TENDERING</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(f) FORCE ACCOUNT</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(g) DIRECT CONTRACTING WITH STATE-OWNED ENTITIES</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(h) QUALITY-BASED SELECTION METHOD</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(i) QUALITY &amp; COST-BASED SELECTION METHOD</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(j) LEAST COST SELECTION METHOD</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(k) SINGLE SOURCE OR DIRECT SELECTION METHOD</b> <span style="float:right"><input type="checkbox"/></span></p> <p><b>(l) FIXED BUDGET SELECTION METHOD</b> <span style="float:right"><input type="checkbox"/></span></p>	
<b>18. WHO IS THE APPROVING AUTHORITY</b>	MD SBP BSC
<b>19. WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
<b>20. NUMBER OF BIDS RECEIVED</b>	Three (03)
<b>21. WHETHER THE SUCCESSFUL BIDDER WAS THE MOST ADVANTAGEOUS</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>22. WHETHER INTEGRITY PACT WAS SIGNED?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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## PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

### CONTRACT AWARD PROFORMA – II

(To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods)

1. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Three (03)
2. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Synergy Advertising (Pvt) Ltd. 69-B, S.M.C.H.S, Off Shahrach-e-Faisal, Karachi. Tel: +92-21-34324741-4 Email: <a href="mailto:synergy@snyergydentsu.com">synergy@snyergydentsu.com</a>
3. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT	First Evaluated Bid
4. NEED ANALYSIS (WHY WAS THE PROCUREMENT NECESSARY?)	OPERATIONAL & BUSINESS REQUIREMENT
5. IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY DESCRIBE)	<input checked="" type="checkbox"/> NA
6. WHETHER NAMES OF THE BIDDERS AND THEIR PRICES READ OUT AT THE TIME OF OPENING OF BIDS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. DATE OF CONTRACT SIGNING (ATTACH COPY OF THE CONTRACT)	06-07-2022 (Copy Enclosed)
8. CONTRACT AWARD PRICE	Rs. 6,158,500
9. WHETHER A COPY OF THE EVALUATION REPORT WAS GIVEN TO ALL BIDDERS (ATTACH COPY OF THE BID EVALUATION REPORT)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)
10. ANY COMPLAINTS RECEIVED (IF YES RESULT THEREOF)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. DEVIATION FROM QUALIFICATION CRITERIA (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. SPECIAL CONDITIONS, IF ANY (GIVE BRIEF DESCRIPTION)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

#### Annexures

- List of Prospective Bidders who Obtained the Bidding Documents from the Procuring Agency
- Bidding Documents
- Contract
- PPRA Final Evaluation Report



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**List of Firms that Obtained the Bidding Documents**  
**Procurement of Services of an Advertising Agency for the National Financial Literacy Program**  
**(NFLP)**

<b>Sr.</b>	<b>Firm</b>
1	M/s Adage Communications (Pvt) Limited
2	M/s Argus (Pvt) Ltd.
3	M/s Brainchild Communication Pakistan (Pvt.) Ltd.
4	M/s Brainmax
5	M/s Corporate & Marketing Communic (Pvt) Ltd.
6	M/s Creative Junction (Pvt) Ltd.
7	M/s Exuberance Advertising (Smc-Private) Limited
8	M/s Ig Square Pakistan (Pvt) Limited
9	M/s Interflow Communication (Pvt) Ltd.
10	M/s Marcom (Pvt.) Limited
11	M/s Maxim Advertising Company (Pvt) Ltd.
12	M/s Mindshare Pakistan (Pvt) Limited
13	M/s Promoters Advertising
14	M/s Spectrum Communication (Pvt) Ltd.
15	M/s Synergy Advertising (Pvt) Ltd.
16	M/s Time & Space Media (Pvt.) Ltd

IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/22220/2022



## **CONTRACT FOR SERVICES**

**Lump Sum**

***Procurement of Services of an Advertising Agency for the  
National Financial Literacy Program (NFLP)***

**BETWEEN**

**SBP Banking Services Corporation**

**AND**

**M/s Synergy Advertising (Pvt) Limited**

**July 2022**





MUHAMMAD SIKANDAR STAMP VENDOR

Licence # 159, Shop # 60, SITE Market  
Habib Bank Chawranghi, S.I.T.E., Karachi

S.No. .... DATE .....

STAMP VENDOR'S SIGNATURE .....

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20 JUN 2022

(RUPEES ONE HUNDRED ONLY)

## Form of Contract

THIS CONTRACT (hereinafter called the "Contract") is made on the 6<sup>th</sup> day of the month of July, 2022, by and between, **SBP Banking Services Corporation**, having its principal place of business at I.I Chundrigar Road, Karachi (Hereinafter referred to as "The Client" which expression shall, wherever the context so permits, include its successors in interest and assigns) through Ms. Shahla Kiaz who is duly authorized in this behalf, of the First Part,  
AND

**M/s Synergy Advertising (Pvt) Limited**, incorporated/registered under the applicable laws in Pakistan, having its principal office at 69-B, S.M.CH.S, off Shahrah-e-Faisal, Karachi (Hereinafter called "The Service Provider", which expression shall, wherever the context so permits, include its successors in interest and assigns) through **Faisal Alavi - Senior Account Director** who is duly authorized in this behalf of the other Part

(THE CLIENT and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" and individually as a "Party").

### WHEREAS,

- the Client has requested the Service Provider to provide certain Services as defined in the **Appendix A** to this Contract (hereinafter called the "Services");
- the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract;
- The Special Conditions of Contract;
- The following Appendices:
  - Appendix A: Description of the Services, Performance Specification & Terms of Reference
  - Appendix B: Services and Facilities Provided by the Client
  - Appendix C: Focal Persons
  - Appendix D: Breakdown of the Contract Price
  - Appendix E: Schedule of Payments
  - Appendix F: Service Provider's Bid
  - Appendix G: Notification of Award
  - Appendix H: Letter of Acceptance
  - Appendix I: Performance Guarantee
  - Appendix J: Integrity Pact

*Faisal Alavi*



**MUHAMMAD SIKANDAR STAMP VENDOR**

Licence # 159, Shop # 60, SITE Market  
Habib Bank Chowrangi, S.I.T.E., Karachi

S.No. .... DATE .....

ISSUED TO ..... M. Javaid

THROUGH WH. ADDRESS ..... Advocate

PURPOSE ..... Negotiation

VALUE RS. .... ATTACHED

STAMP VENDOR'S SIGNATURE .....




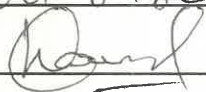



This Stamp paper is not valid for Divorce and Free Will purposes

20 JUN 2022

(RUPEES FIVE HUNDRED ONLY)

2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:
  - a) The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as 'The Service Provider's employee (s)' in accordance with the provisions of the Contract; and
  - b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.

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.

<b>For and on behalf of the SBP Banking Services Corporation</b>	<b>For and on behalf of M/s Synergy Advertising (Pvt) Limited</b>
<b>Authorized Representative</b> <i>(Name, Designation/Official Stamp and Signature)</i>	<b>Authorized Representative</b> <i>(Name, Designation/Official Stamp and Signature)</i>
Shahla Riaz Sr. Joint Director   <b>SHAHLA RIAZ</b> Senior Joint Director Development Finance Support Deptt. State Bank of Pakistan SBP BSC (Bank) Head Office, Karachi	<b>Faisal Alavi, Senior Account Director,</b>   
<b>Witness 1</b>	<b>Witness 1</b>
Name: <u>MUHAMMAD HAMMAD</u> CNIC# <u>36601-8982359-7</u> Signature: 	Name: <u>Sikander Rehan</u> CNIC# <u>42201-3994914-3</u> Signature: 
<b>Witness 2</b>	<b>Witness 2</b>
Name: <u>MUHAMMAD IRFAN</u> CNIC# <u>32102-3711764-9</u> Signature: 	Name: <u>Syed M. Arshad Alam</u> CNIC# <u>42501-8128300-7</u> Signature: 

**A. General Conditions of Contract (GCC)**

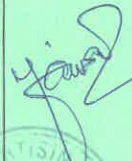

**1. General Provisions**

<b>1.1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) <b>"Applicable Law"</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>b) <b>"Client"</b> means <u>SBP Banking Services Corporation, Head Office Karachi</u> that signs the Contract for the Services with the selected Service Provider.</li> <li>c) <b>"Completion Date"</b> means the date of completion of the Services by the Service Provider as certified by the Client</li> <li>d) <b>"Day"</b> means a Gregorian calendar day unless indicated otherwise.</li> <li>e) <b>"GCC"</b> means these General Conditions of Contract;</li> <li>f) <b>"Government"</b> means the Government of the Islamic Republic of Pakistan ;</li> <li>g) <b>"Party"</b> means the Client or the Service Provider, as the case may be, and "Parties" means both of them;</li> <li>h) <b>"Performance Specifications"</b> means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client.</li> <li>i) <b>"SCC"</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>j) <b>"Service Provider's Bid"</b> means the completed Bidding Documents submitted by the Service Provider to the Client</li> <li>k) <b>"Service Provider"</b> means <u>M/s Synergy Advertising (Pvt) Limited</u></li> <li>l) <b>"Services"</b> means the work to be performed by the Service Provider under this Contract, as described in <b>Appendix A</b> hereto.</li> </ul>
<b>1.2. Applicable Law</b>	<b>1.2.1.</b> The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>1.3. Language</b>	<b>1.3.1.</b> This Contract has been executed in the <b>English/Urdu</b> language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4. Notices</b>	<b>1.4.1.</b> Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
<b>1.5. Location</b>	<b>1.5.1.</b> The Services shall be performed at such locations as are specified in <b>Appendix A</b> and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
<b>1.6. Authorized Representatives</b>	<b>1.6.1.</b> Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the <b>SCC</b> .



<b>1. General Provisions</b>	
<b>1.7. Inspection and Audit by the Client</b>	<b>1.7.1.</b> The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
<b>1.8. Taxes, Duties and other Applicable Laws</b>	<p><b>1.8.1.</b> The Service Provider shall pay its own and its employees' taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p><b>1.8.2.</b> Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
<b>1.9. Relationship of Parties</b>	<b>1.9.1.</b> Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1. Effectiveness of Contract</b>	<b>2.1.1.</b> This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.
<b>2.2. Commencement of Services</b>	The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC.
<b>2.3. Intended Completion Date</b>	Unless terminated earlier under <b>Clause 2.6</b> , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per <b>Sub-Clause 3.11</b> . In this case, the Completion Date will be the date of completion of all activities.
<b>2.4. Modification</b>	<b>2.4.1.</b> Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
<b>2.5. Force Majeure</b>	<p><b>2.5.1. <u>Definition</u></b></p> <p>For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p><b>2.5.2. <u>No Breach of Contract</u></b></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an</p>


2. Commencement, Completion, Modification, and Termination of Contract	
	<p>event of Force Majeure, provided that the party affected by such an event;</p> <ul style="list-style-type: none"> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> <p><b>2.5.3. Extension of Time</b></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<b>2.6. Termination</b>	<p><b>2.6.1. By the Client</b></p> <p>The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this <b>Clause 2.6.1</b> and sixty (60) days in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> <li>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing;</li> <li>b) if the Service Provider becomes insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or</li> <li>d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>e) if the Service Provider does not maintain a Performance Guarantee under <b>Clause 3.12</b></li> <li>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under <b>Sub-Clause 3.11.1</b> and the <b>SCC.</b>;</li> <li>g) if the Client, in its sole discretion, decides to terminate this Contract.</li> </ul> <p><b>2.6.2. By the Service Provider</b></p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this <b>Clause 2.6.2:</b></p> <ul style="list-style-type: none"> <li>a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to <b>Clause 7</b> within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</li> </ul> <p><b>2.6.3. Payment upon Termination</b></p>



<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
	<p>Upon termination of this Contract under <b>Clauses 2.6.1 or 2.6.2</b>, the Client shall make the following payments to the Service Provider:</p> <p>a) Payment of services under <b>Clause 6</b> for Services satisfactorily performed by the Service Provider before the effective date of termination;</p> <p>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of <b>Clause 2.6.1</b>, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

<b>3. Obligations of the Service Provider</b>	
<b>3.1. General</b>	<p><b>3.1.1.</b> The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with relevant stakeholders.</p> <p><b>3.1.2.</b> The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p><b>3.1.3.</b> In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client.</p> <p><b>3.1.4.</b> The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p><b>3.1.5.</b> The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p><b>3.1.6.</b> The Service Provider shall comply with any code of conduct provided to The Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
<b>3.2. Indemnity</b>	<p><b>3.2.1.</b> The service provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p>
<b>3.3. Conflict of Interests</b>	<p><b>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></b></p> <p>Payment against the services under <b>Clause 6</b> shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract, The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p><b>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u></b></p> <p>The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or</p>



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<b>3. Obligations of the Service Provider</b>	
	<p>Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>3.3.3. Prohibition of Conflicting Activities</b></p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract;</li> <li>b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<b>3.4. Confidentiality</b>	<p><b>3.4.1.</b> Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p><b>3.4.2.</b> The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p><b>3.4.3.</b> In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Client may reject its bid and/or terminate the contract.</p>
<b>3.5. Contractual Liability Insurance to be taken out by the Service Providers</b>	<p><b>3.5.1.</b> The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by the Service Provider's employee (s) in the course of this contract with the client, and shall indemnify and keep indemnified the client, at all times against any such loss, claim, damage, and charge. However, the Service Provider shall be responsible to indemnify the client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the client's claim within the aforesaid period shall authorize the client to deduct the claimed amount from the payment payable to the Service Provider. In case the client fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p><b>3.5.2.</b> The Service Provider at the client's request shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>3.6. Service Providers' Actions Requiring Client's Prior Approval</b>	<p><b>3.6.1.</b> The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>a) entering into a subcontract for the performance of any part of the Services,</li> <li>b) changing the schedule of activities;</li> <li>c) any other action that may be specified in the SCC.</li> </ul>



3. Obligations of the Service Provider	
<b>3.7. Independent Service Provider Status</b>	<p><b>3.7.1.</b> The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p><b>3.7.2.</b> The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p><b>3.7.3.</b> None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the client.</p>
<b>3.8. Compliance with all the Regulatory Requirement</b>	<p><b>3.8.1.</b> The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p><b>3.8.2.</b> The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the client against any claims with regards to the above.</p> <p><b>3.8.3.</b> The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
<b>3.9. Reporting Obligations</b>	<p><b>3.9.1.</b> The Service Provider shall submit to the client the deliverables as specified in <b>Appendix A</b> as and when required by the client.</p>
<b>3.10. Deliverables/ Documents Prepared by the Service Providers to Be the Property of the Client</b>	<p><b>3.10.1.</b> All, deliverables, reports, and other documents including source files and software submitted (if any) by the Service Provider under <b>Clause 3.9</b> shall become and remain the property of the client, and the Service Provider shall, upon request from the client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such source files, documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.</p>
<b>3.11. Liquidated Damages</b>	<p><b>3.11.1. Payments of Liquidated Damages</b></p> <p>The Service Provider shall pay liquidated damages to the Client at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p><b>3.11.2. Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p><b>3.11.3. Lack of performance penalty</b></p> <p>If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for lack of</p>

**3. Obligations of the Service Provider**

	performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in <b>Clause 7.2.</b>
<b>3.12. Performance Guarantee</b>	<p><b>3.12.1.</b> The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of Acceptance. The Performance Guarantee shall be issued in an amount and form and by a commercial bank acceptable to the Client, and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p><b>3.12.2.</b> The Performance Guarantee may be forfeited if the Service Provider:</p> <ul style="list-style-type: none"> <li>i. fails to fulfill all the contractual and legal obligations;</li> <li>ii. fails to agree with the decision made by the Client as a result of arbitration; or</li> <li>iii. violates any law(s) during execution of contract.</li> <li>iv. fails to start the execution of services or stop providing services without prior approval of the Client</li> </ul>

**4. Service Provider's Team**

<b>4.1. Description of Services to be performed by the Service Provider</b>	<b>4.1.1.</b> The scope of services to be performed by the Service Provider are described in <b>Appendix A.</b>
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**5. Obligations of the Client**

<b>5.1. Provide information about the code of conduct</b>	<b>5.1.1.</b> The Client shall provide the Service Provider with information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
<b>5.2. Change in the Applicable Law</b>	<b>5.2.1.</b> If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in <b>Clauses 6.2</b> , as the case may be.
<b>5.3. Services and Facilities</b>	<b>5.3.1.</b> The Client shall make available to the Service Provider the Services and Facilities listed under <b>Appendix B.</b>

**6. Payments to the Service Provider**

<b>6.1. Payments</b>	<b>6.1.1.</b> The Service Provider's payment shall not exceed the Contract Price and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in <b>Clause 5.2</b> , the Contract Price may only be increased above the amounts stated in <b>Clause 6.2</b> if the Parties have agreed to additional payments under <b>Clauses 2.4 and 6.3.</b>
<b>6.2. Contract Price Ceiling</b>	<b>6.2.1.</b> The price payable are set forth in the SCC.
<b>6.3. Terms and Conditions of Payment</b>	<b>6.3.1.</b> Payments will be made to the Service Provider according to the payment schedule stated in the <b>SCC.</b>

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<b>7. Quality Control</b>	
<b>7.1. Performance Standards</b>	<b>7.1.1.</b> The Service Provider will maintain the highest level of service standards.
<b>7.2. Correction of Defects, and Penalty for Lack of Performance</b>	<p><b>7.2.1.</b> The Client shall give notice to the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as deficiency remains to be corrected.</p> <p><b>7.2.2.</b> Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client's notice.</p> <p><b>7.2.3.</b> If the Service Provider has not corrected a failure in the performance within the time specified in the Client's notice, the Client will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in <b>Clause 3.11</b></p>

<b>8. Arbitration</b>	
<b>8.1. Arbitration</b>	<b>8.1.1.</b> In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration under <b>Arbitration Act, 1940.</b>

<b>9. Corrupt and Fraudulent Practices</b>	
<b>9.1. Corrupt &amp; Fraudulent Practices</b>	<p><b>9.1.1.</b> The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in <b>Rule 2(1)(f) of PPR 2004</b> which defines:</p> <ul style="list-style-type: none"> <li><i>i. "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i></li> <li><i>ii. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i></li> <li><i>iii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i></li> <li><i>iv. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i></li> <li><i>v. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</i></li> <li><i>vi. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"</i></li> </ul>
<b>9.2. Penalties</b>	<b>9.2.1.</b> The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or


**9. Corrupt and Fraudulent Practices**

coercive and obstructive practices in competing for the contract in question;

**9.2.2.** The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client's contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client's contract; and

**9.2.3.** Under **Rule 19 of PPR-2004**, The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

**9.3. Mechanism Blacklisting and cross-debarring**

**9.3.1.** Under **Rule 19 of PPR-2004**, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:

Nature of Offense/Fault	Means of Verification	Action By Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>Results of Bid analysis resulting in substantive evidence of collusion.</li> <li>Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> <li>Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>	Blacklisted and cross-debarred for the period up to 10 years.
Performance Deficiencies	<ul style="list-style-type: none"> <li>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</li> </ul>	Blacklisted and cross-debarred for the period up to 03 years.

**9.3.2.** However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.

**9.3.3.** The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.

**9.3.4.** Under **Rule 7 of PPR 2004**, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.

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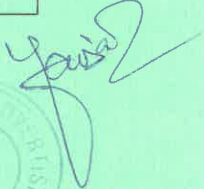

## B. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is <b>SBP Banking Services Corporation</b>
1.1.1(c)	The Service Provider is <b>M/s Synergy Advertising (Pvt) Limited</b>
1.1.1(e)	The Title & Reference of the procurement is; <b>Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)</b> <b>IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/22220/2022</b>
1.4	The addresses are: <b>Client:</b> Name: <u>Ms. Shahla Riaz</u> Designation: <u>Sr. Joint Director</u> Tel# <u>021-3245-5469</u> Email: <u>shahla.riaz@sbp.org.pk.</u> <b>Service Provider:</b> Name: <u>Mr. Faisal Alavi</u> Designation: <u>Senior Account Director</u> Tel/Mob# <u>+92-301-1330840</u> Email: <u>faisal.alavi@synergydentsu.com</u>
1.6	The Authorized Representatives are: <b>For the Client (Nominee of the Client)</b> ○ Name: <u>Ms. Shahla Riaz</u> ○ Designation: <u>Sr. Joint Director</u> <b>For the Service Provider (Nominee of the Service Provider)</b> ○ Name: <u>Mr. Faisal Alavi</u> ○ Designation: <u>Senior Account Director</u>
2.2	The Date for the commencement of Services is <u>6<sup>th</sup> July, 2022.</u>
2.3	The Intended Completion Date is <b>Three (03) Months from the date of commencement of services.</b>
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in <b>Appendix A.</b>
3.10	The data/information/reports, etc. which shall be used by the service provider may contain highly sensitive data. Thus, the service provider shall not use any of the documents/ reports/data and/or software etc. (if any) which are either property of the Client or shall be prepared for this assignment for purposes unrelated to this Contract without the prior written approval of the Client. A certificate to this effect shall be provided by the service provider whenever the Client shall require.



	<p>All documents/ reports/ 2D Animated Clips/ Content of Text Message/Brochure/Big Idea, etc. (both in soft including source files)etc. shall invariably become and remain the property of the Client, and the service provider shall, not later than upon termination or expiration of this Contract, deliver all such material to the Client, together other related details. This would be a pre-condition for materialization of final payment.</p> <p>The service provider shall obtain the Client's prior approval in writing before making any proceedings of the assignment public/sharing with media. The Client shall have the ownership of all creative content related to this assignment (both in soft including source files). The service provider shall neither be allowed to retain copies of the data in any digital or other form for purposes unrelated to this Contract without the prior written approval of the Client.</p>
3.11	<p>Client can impose liquidated damages @ Rs. 1,000/- per instance in case of non-compliance of any requirement defined in <b>Appendix A</b> of contract. Decision of the Client for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 20,000/-. Once the limit for maximum amount is reached, the Client may consider termination of the contract.</p>
3.12	<p>The amount of Performance Guarantee is <b>Rs. 307,925 (Rupees Three Hundred Seven Thousand Nine Hundred Twenty Five Only)</b> i.e. 5% of the total contract amount, which should remain valid 28 days beyond the expiry date of the contract.</p>
5.2	<p>Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
6.2	<p>The amount is <b>Rs. 6,158,500/- (Rupees Six Million One Hundred Fifty Eight Thousand Five Hundred Only)</b> inclusive of all applicable taxes.</p>
6.4	<p>Payment shall be made after satisfactory completion of each deliverable, as mentioned in <b>Appendix A</b>. Further, the payments shall be made upon submission of invoice/s and after confirmation of satisfactory services by concerned Designated Official/s of the Client.</p>

## Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B**— Services and Facilities Provided by the Client
- **Appendix C**— Focal Persons
- **Appendix D**— Breakdown of the Contract Price
- **Appendix E** — Schedule of Payments
- **Appendix F**— Service Provider's Financial Proposal
- **Appendix G**—Notification of Award
- **Appendix H** —Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact



## Appendix A

### Description of the Services, Performance Specification & Terms of Reference

#### 1. **Background and Purpose:**

National Financial Literacy Program (NFLP) was launched in 2017 to impart education on basic financial literacy concepts to 1 million individuals (18-60 years old) in low to middle-income strata over 5 years. The eight (8) key financial literacy themes included in the program's curriculum are saving, budgeting, investment, debt management, Islamic banking, branchless/mobile banking, consumer rights and responsibilities. The program is implemented on-ground through two (2) teaching methodologies: i) classroom sessions, using a booklet containing knowledge on key concepts and ii) street theatres, where the audience is introduced to financial literacy concepts through telecasting a movie in local/regional languages.

Since we are nearing the completion of the program in June 2022, alternative delivery channels are being explored to augment existing activities to increase the reach of the program to make it sustainable post-completion.

#### 2. **Scope of Work**

To design, create and disseminate content on basic financial literacy concepts in an easy-to-understand manner to develop skills and attitudes towards better financial management and facilitate behavioral changes to improve financial outcomes.

Three types of content are required to be developed:

##### 1. 2-D Animated Clips

##### Creation only

Eight (8) videos, each of duration 3 minutes, have to be developed in 2D animation for promotion on social media networks like YouTube, Facebook and Twitter. The purpose of each video is to sensitize and inform the audience on a particular financial literacy concept to motivate them to adopt better financial management techniques. Each video would be in the **Urdu language** only. The eight (8) financial literacy themes are as follows:

- i. Savings
- ii. Budgeting
- iii. Investment
- iv. Debt Management
- v. Consumer Rights and Responsibilities
- vi. Financial Products and Services
- vii. Islamic Banking
- viii. Mobile/Branchless banking

**Story characters:** Characters from the NFLP booklet, i.e. "Sikka Baqaida - tarbiyati kitabcha" will be used.

##### 2. Brochures

##### Creation & Dissemination

A three-fold brochure has to be designed using multiple financial literacy themes in the **Urdu language only**. The purpose of the brochure is to inform the reader on better financial management techniques using pictorial representation. Financial literacy themes to be included are:

- i. Saving
- ii. Budgeting
- iii. Investment
- iv. Debt management
- v. Financial Products and Services
- vi. Consumer rights and responsibilities

All of the above themes have to be covered in one brochure only.

**Specification:** three-fold brochure in four colors, on Matt paper, coated in 130 GSM.

**Quantity:** 500,000

**Dissemination:** The advertising company would be required to distribute brochures to households in selected areas as identified by the business owner. The selected areas will have 70:30 rural and urban distribution.

##### 3. Text/SMS Messages:

##### Creation & Dissemination

Text message in the Urdu language on the topic of financial literacy aiming to invite the audience for further information at NFLP website or to call at NFLP helpdesk.

**Specification:** Text message in the Urdu language based on 250 characters.

**Dissemination:** The text message has to be sent to **One Million unique individuals.**

**Additional Detail:** The advertising company would be responsible for the dissemination of text messages to individuals in selected areas as identified by the business owner. The message would be sent under the name of the State Bank of Pakistan. For distribution, the company will have to acquire the cell phone numbers of individuals in specified areas. The selected areas will have 70:30 rural and urban distribution.

**Brochures:** Twenty Five thousand (25,000) brochures need to be distributed in each of the given districts, making a total number of 500,000 brochures.

Sr.#	Province	District	Rural/Urban
1.	Azad Jammu and Kashmir (AJK)	Bagh	Rural
2.	Azad Jammu and Kashmir (AJK)	Muzaffarabad	Rural
3.	Balochistan	Khuzdar	Rural
4.	Balochistan	Lasbela	Urban
5.	Gilgit Baltistan (GB)	Gilgit	Rural
6.	Gilgit Baltistan (GB)	Hunza	Rural
7.	Khyber Pakhtunkhwa (KPK)	Peshawar	Urban
8.	Khyber Pakhtunkhwa (KPK)	Shangla	Rural
9.	Khyber Pakhtunkhwa (KPK)	Swat	Rural
10.	Punjab	D.G Khan	Rural
11.	Punjab	Gujranwala	Urban
12.	Punjab	Jhang	Rural
13.	Punjab	Multan	Urban
14.	Punjab	Sargodha	Rural
15.	Punjab	Toba Tek Singh	Rural
16.	Sindh	Jamshoro	Urban
17.	Sindh	Matiari	Rural
18.	Sindh	Sanghar	Rural
19.	Sindh	Shaheed Benazirabad	Rural
20.	Sindh	Sukkur	Urban

**Text Messages:** 1,000,000 text messages are to be disseminated under the name of State Bank of Pakistan to different individuals across Pakistan covering all districts of the country.

### 3. Deliverables & Milestones

Sr.#	Deliverables	Estimated Timeline
1.	<b>2D animated clips</b> <ul style="list-style-type: none"> <li>Milestone 1: Big Idea for promotion of financial literacy in the country</li> <li>Milestone 2: Script and storyboard for 8 themes</li> <li>Milestone 3: Development of animated clips on 8 themes</li> </ul>	<p>Milestone 1: 2 weeks from the date of signing of the contract</p> <p>Milestone 2: 1 month after Milestone 1 meeting</p> <p>Milestone 3: 1 month after Milestone 2 meeting</p>
2.	<b>Brochure</b> <ul style="list-style-type: none"> <li>Milestone 1: Script and Brochure Design</li> <li>Milestone 2: Development and printing of brochures</li> <li>Milestone 3: Distribution of brochures in specified areas as identified by the Client.</li> </ul>	<p>Milestone 1: 1 month from the date of signing of the contract</p> <p>Milestone 2: 2 weeks after Milestone 1 meeting</p> <p>Milestone 3: Within 3 months of the signing of the contract</p>
3.	<b>Text/SMS message</b> <ul style="list-style-type: none"> <li>Milestone 1: Script of text message</li> <li>Milestone 2: Compilation of cell phone numbers of individuals in selected areas for distribution of text/SMS message</li> <li>Milestone 3: Distribution of text/SMS message</li> </ul>	<p>Milestone 1: 2 weeks from the date of signing of the contract</p> <p>Milestone 2: 1 month from the date of signing of the contract</p> <p>Milestone 3: Within 3 months of the signing of the contract</p>

**5. Payment Terms**

- Payment shall be made after the satisfactory completion of each deliverable.
- Payments shall be made upon submission of invoice/s and after confirmation of satisfactory services by concerned Designated Official/s of Development Finance Support Department.

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Appendix B

(Services and Facilities Provided by the Client)

NA



**Appendix C**

**Focal Persons**

**For SBP Banking Services Corporation**

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.	Mrs. Shahla Riaz	Sr. Joint Director	Shahla.Riaz@sbp.org.pk Tel: 021-3311-5469
2.	Mrs. Sana Ahmed	Deputy Director	Sana.Ahmed2@sbp.org.pk Tel: 021-3311-5122
3.	Mr. Muhammad Hammad	Assistant Director	Muhammad.Hammad@sbp.org.pk Tel: 021-3311-5135 Mob# 0323-6828383
4.	Mr. Irfan Ahmed Khokhar	Officer	irfan.ahmed@sbp.org.pk Tel: 021-3311-5372 Mob# 0333-3325207

**For M/s Synergy Advertising (Pvt) Limited**

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.	Faisal Alavi	Senior Account Director	0301-1330840, faisal.alavi@synergydentsu.com
2.	Sikander Rehan	Director Media	0315-8223481, sikander.rehan@synchronizecarat.com
3.	Shoaib Hasan	Business Director	0321-2023399, shoaib.hasan@synergydentsu.com
4.	Emaad Ishaq Khan	Executive Director	0300-8259521, emaad.khan@synitedigital.com
5.	Arshad Alam	Head of Buying	0321-3778607, Arshad.alam@synchronizecarat.com





**Appendix D**

**(Breakdown of Contract Price)**

<b>Evaluated Price (After Arithmetical Corrections)</b>			
<b>Description</b>	<b>Service Charges</b>	<b>Applicable SST@13%</b>	<b>Total</b>
2D animated clips (Creation Only)	1,000,000	130,000	1,130,000
Brochures (Creation and Dissemination)	3,970,000	516,100	4,486,100
Text Messages (Creation and Dissemination)	480,000	62,400	542,400
<b>Total (Evaluated Price)</b>	<b>5,450,000</b>	<b>708,500</b>	<b>6,158,500</b>



**Appendix E**



**(Schedule of Payments)**

- Payment shall be made after the satisfactory completion of each deliverable.
- Payments shall be made upon submission of invoice/s and after confirmation of satisfactory services by concerned Designated Official/s of DFSD.

*Yousif*  


Appendix F

(Service Provider's Financial Proposal)

Form-II

Price Schedule  
(ON SERVICE PROVIDER'S LETTERHEAD)

Tender No: 22220/22 Date: 27/05/2022

Member: \_\_\_\_\_ Member: \_\_\_\_\_

Member: BT Member: [Signature]

Member: \_\_\_\_\_ Chairpersons: [Signature]

Name of Bidder: Synergy Advertising (Pvt) Ltd.

Reference Number: IFB No. GSD (Proc.II) / DFSD-NFLP Creative Services / 22220/ 2022

Description	Quoted Cost (Rs.)	Applicable Sales Tax	Total (Rs.) <i>(Inclusive of Applicable Taxes)</i>
08 (eight) 2D animated clips (Creation Only)	10,00,000/-	130,000	1,130,000/-
500,000 Brochures (Creation and Dissemination)	3,350,000/- 620,000/-	569,500 80,600	3,919,500/- 700,600/-
250 characters Text Message (Creation and Dissemination to 1,000,000 unique mobile users)	480,000/-	62,400	5,42,400/-
<b>Total Bid Cost (Rs.)</b>			<b>6,292,500/-</b>

**Note**

- i. Apart from the above, no other payment shall be made to the service provider.
- ii. The total price must be inclusive of all applicable taxes, no adjustment whatsoever shall be entertained at a later stage. Bidder should verify and ensure that the tax prevalent at the time of bid submission is mentioned correctly.
- iii. Award of contract will be made based on total bid cost.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: SIKANDAR REHAN - DIRECTOR MEDIA

Name of Bidder: Synergy Advertising (Pvt.) Ltd.


Address: 69-B, S.M.C.H.S., Karachi-74400

**Synergy Advertising (Pvt.) Ltd.**

Head Office:  
69-B, S.M.C.H.S., off Shahr-eh-Faisal,  
Karachi - 74400, Pakistan  
Tel: +92-21-34324741-4, 34536277-8  
E-mail: synergy@synergydentsu.com  
Web: www.synergydentsu.com

Lahore Office:  
28-A, 5th Floor, MM Tower, Block-K,  
Gulberg II, Lahore - 54000, Pakistan  
Tel: +92-42-35817455-7

Islamabad Office:  
2nd & 3rd Floors, Plaza F-6, F-10 Markaz,  
Islamabad- 44000, Pakistan  
Tel: +92-512215912-4



[Signature]

**Muhammad Irfan - GSD (HOK)**

---

**From:** Sikander Rehan <sikander.rehan@synchronizecarat.com>  
**Sent:** Monday, 30 May 2022 8:30 pm  
**To:** Muhammad Irfan - GSD (HOK)  
**Cc:** 'Faheem Ahmed'; 'Mehmat Faisal'; 'Zohaib Shaikh'; GSD Procurement II; 'Shoaib Hasan | Business Director'; faisal.alavi@synergydentsu.com  
**Subject:** RE: Endorsement of Evaluated Price - Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**CAUTION:** This email originated from outside of the organization. Do not click any links or open attachments unless you recognize the sender and know the content is safe.  
\*\*\*\*\*

Dear Mr. Irfan,

This is with reference to the subject.

We accept the bid amount i.e. Rs. 6,158,500/- (Rupees Six Million One Hundred Fifty Eight Thousand Five Hundred Only), inclusive of all applicable taxes that you have mentioned in your response in your email below.

Thanks

**Sikander Rehan**

Director Media



**Synchronize Carat**  
House No. 196-B, P.E.C.H.S. Block-2, Shah Abdul  
Latif Road, Karachi, Pakistan  
T: +92 21 34536276-8  
F: +92 21 34536279  
M: +92 315 8223481



[synchronizecarat.com](http://synchronizecarat.com)

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Appendix G

(Notification of Award)



SBP BANKING SERVICES CORPORATION  
General Services Department  
Procurement Division-II

No. GSD (Proc. II) /DFSD-NFLP Creative Services/39209/2022

June 24, 2022

The Director (Media),  
M/s Synergy Advertising (Pvt) Ltd.  
69-B, S.M.C.H.S, Off Shahrah-e-Faisal,  
Karachi.  
Tel: +92-21-34324741-4  
Email: [synergy@synergydentsu.com](mailto:synergy@synergydentsu.com)

**Subject:** Notification of Award of Contract - Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)

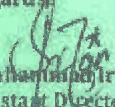
Dear Mr. Sikander Rehan,

I am pleased to inform you that the bid submitted by M/s Synergy Advertising (Pvt) Limited against the tender titled *Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP) under IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/ 22220/2022* has been accepted at the total evaluated price<sup>1</sup> of Rs. 6,158,500/- (Rupees Six Million One Hundred Fifty Eight Thousand Five Hundred Only), inclusive of all applicable taxes.

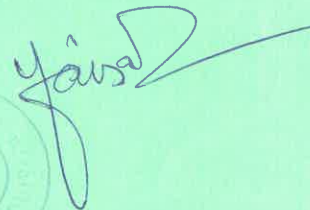
Kindly, acknowledge the receipt of this Notification of Award and submit a Letter of Acceptance latest by June 27, 2022 to ensure timely signing and execution of the contract.

In case of any related queries, please feel free to contact the undersigned.

Regards,

  
(Muhammad Irfan)  
Assistant Director  
021-3311-5478





Appendix H

(Letter of Acceptance)



24<sup>th</sup> June, 2022

Mr. Muhammad Irfan  
Assistant Director,  
4<sup>th</sup> Floor, General Services Department,  
SBP Banking Services Corporation,  
I.I. Chundrigar Road,  
Karachi

Subject: Letter of Acceptance

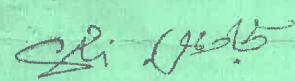
This is with reference to your letter no. GSD (Proc. II) / DFSD-NFLP Creative Services/39209/2022 dated, June 24, 2022.

Thank you very much for awarding this contract, we confirm our acceptance against your offer to work as your advertising agency for SBP-NFLP against our bid submitted on 28<sup>th</sup> April 2022 against your tender titled Procurement of Services of an advertising agency for the National Financial Literacy Program (NFLP) under IFB No. GSD (Proc. II) / DFSD-NFLP Creative Services/22220/2022.

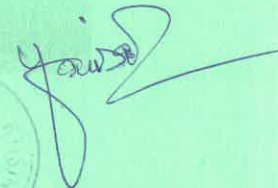
We look forward to work with you for the above-mentioned services and will have the contract signed & executed accordingly.

Sincerely yours  
For Synergy Advertising (Pvt.) Ltd

  
Skander Rehan  
Director Media

24.6.2022  






Appendix I

Over Stamp Paper

(Performance Guarantee)

To:

Director,  
General Services Department  
SBP Banking Services Corporation (HOK)  
4<sup>th</sup> Floor BSC House, I. I. Chundrigar Road,  
Karachi -Pakistan

WHEREAS M/s **Synergy Advertising (Pvt) Limited** (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract **IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/22220/2022** to "**Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)**" (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank guarantee by a reputable commercial bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of **Rs. 307,925 (Rupees Three Hundred Seven Thousand Nine Hundred Twenty Five Only)** and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of commercial bank or financial institution]

\_\_\_\_\_  
[address]





FARAZ AHMED STAMP VENDOR  
Licence # 160, Shop # 53, SITE Murtel  
Habib Bank Chowrangli, SITE Warachi  
S.No. ....  
ISSUED BY: M. Javed  
THROUGH: Advocate  
PURPOSE: Log #4103  
VALUE RS.: ATTACHED  
STAMP VENDOR'S SIGNATURE  
This Stamp Paper is not valid for other purposes.

14 JUN 2022

#### Appendix J

#### (Integrity Pact)

#### *Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

#### **Declaration of Fees, Commissions and Brokerage, etc Payable by the Suppliers of Goods, Services & Works**

**M/s Synergy Advertising (Pvt) Limited** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s Synergy Advertising (Pvt) Limited** 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, consultant, 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.

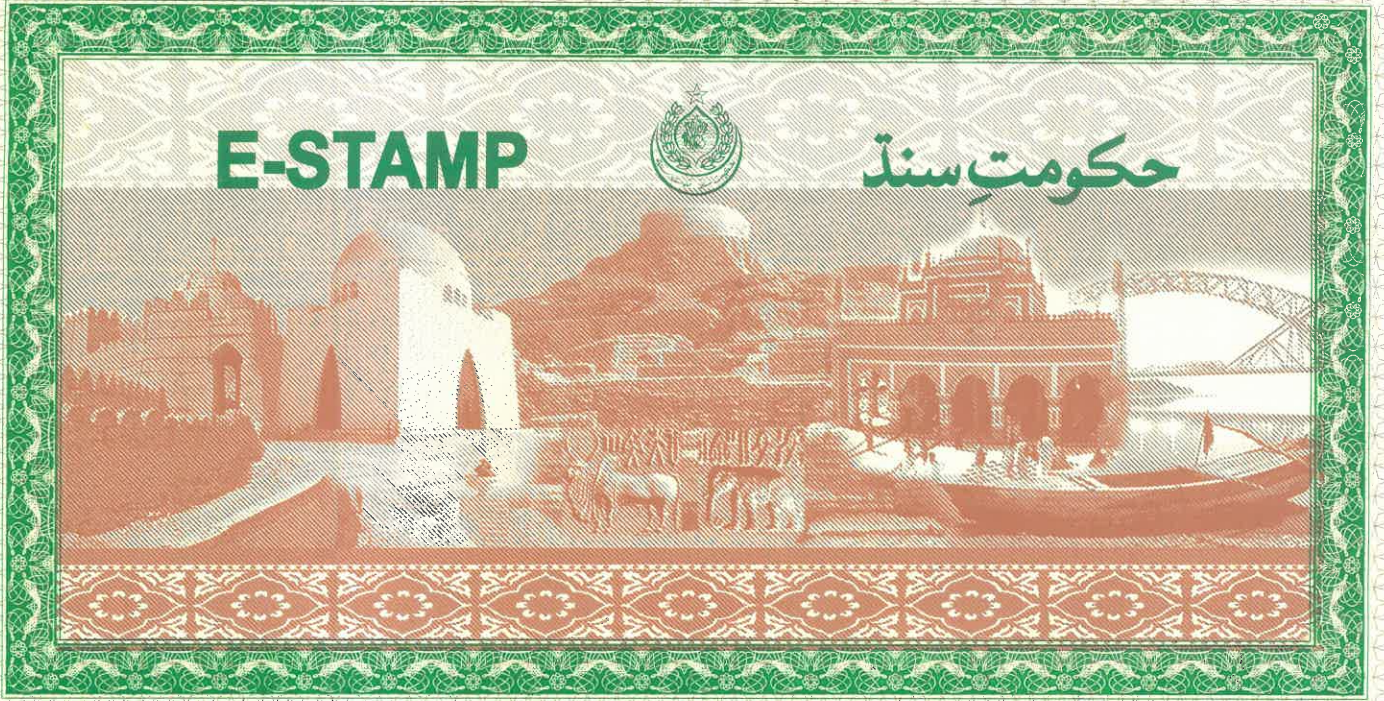
**M/s Synergy Advertising (Pvt) Limited** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**M/s Synergy Advertising (Pvt) Limited** 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 right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **M/s Synergy Advertising (Pvt) Limited** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s Synergy Advertising (Pvt) Limited** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



20092



0002-2207050000889320

GoS-KHI-F17268BC2FC0AE2F

### Non-Judicial

Rs 21,555/-

Description	: Contract - 15(a)
Principal	: Shoaib Hasan [42301-0393347-1]
Contractor	: Faisal Alavi [42101-1291711-3]
Applicant	: Sikander Rehan [42201-3994914-3]
Stamp Duty Paid by	: Faisal Alavi [42101-1291711-3]
Issue Date	: 05-Jul-2022, 09:48:17 AM
Paid Through Challan	: 2022106DDEA7A08A
Amount in Words	: Twenty One Thousand Five Hundred and Fifty Five Rupees Only

Please Write Below This Line





**E-STAMP**  
CONTINUATION SHEET  
Government of Sindh

A large, diagonal line is drawn across the page, extending from the bottom left towards the top right, indicating that the document is blank or has been voided.

**EVALUATION REPORT**  
**(As Per Rule 35 of PP Rules, 2004)**

1. **Name of Procuring Agency** SBP Banking Services Corporation
2. **Method of Procurement** National Open Competitive Bidding Under Rule 36 (b) of PPR-2004 - Single Stage Two Envelope Procedure
3. **Title of Procurement** Procurement of Services of an Advertising Agency for the National Financial Literacy Program (NFLP)
4. **Tender Inquiry No** IFB No. GSD (Proc. II)/DFSD-NFLP Creative Services/22220/2022
5. **PPRA Ref. No. (TSE)** TS477802E
6. **Date & Time of Bid Closing** 28-04-2022 – 11:00 AM
7. **Date & Time of Bid Opening** 28-04-2022 – 11:30 AM
8. **No. of Bids Received** Three (03)
9. **Criteria for Bid Evaluation** Compliance & Score Based

**10. Details of Bid(s) Evaluation**

Participating Firm	Mandatory Eligibility Criteria	Technical Qualification Scores*	Technical Evaluation Status	Financial Bid** (Rs.)	Basis for Rejection / Acceptance
M/s Synergy Advertising (Pvt) Ltd.	Compliant	84/100	Qualified	6,158,500	Most Advantageous
M/s Spectrum Communications (Pvt) Ltd.	Compliant	79/100	Qualified	14,130,650	-
M/s Mindshare Pakistan (Pvt) Ltd.	Non-Compliant	--	--	--	Non-Submission of; i. Bid Security ii. Affidavit for non-blacklisting, debarment, or sanctioning.

\*Minimum passing score: 50

\*\*After correction of arithmetical errors, if any.

11. **Most Advantageous Bidder** M/s Synergy Advertising (Pvt) Ltd.

12. Any other additional / supporting information, the procuring agency may like to share. **NA**

Signature: .....

  
**Muhammad Irfan**  
Assistant Director  
General Services Department  
State Bank of Pakistan  
SBP BSC (Bank)  
Head Office, Karachi

Official Stamp: .....