

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 29/SYIG/PSDF/HCVF

HIRING OF A COMPANY/FIRM FOR VIDEO CORPORATE VIDEO & SUCCESS STORY

MARCH 2023



Submission Date for Sealed Bids: April 07, 2023, on or before 02:00 PM

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

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1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established firms/companies for **“Hiring of a Company/Firm for Corporate Video & Success Story”** (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the tender document and provide relevant information along with supporting documents. Bid must be submitted online through e-tender portal.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Hiring of a Company/Firm for Corporate Video & Success Story	029/SYIG/PSDF/HCVF	One Year (Extendable for another term)	April 07, 2023, on or before 02:00 PM	April 07, 2023, on 02:30 PM	PKR 1.00 Million

For further details and terms of reference, please visit:

- etender.psd.org.pk/esop/guest/go/public/opportunity/current
- PPRA website ppra.punjab.gov.pk

Important Information:

- Follow instructions on etender.psd.org.pk.
- Bids submitted only through E-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

Procurement Department, Punjab Skills Development Fund
21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.
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2) Instruction to Bidders

The Selection of Bidder will be based on **Least Cost Selection Method** through National Competitive Bidding following **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened.
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 09** (Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract.
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

3) Conditions for Eligibility (Mandatory Requirement)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable). (Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable).

2. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of **Rs 100**, declaring that the company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)
3. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate.)

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria Checklist" (**Annex - B**) shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.

4) Scope of Work

Description of parameters/scope of work for required items are given as **Annex - D**. The bidders are requested to go through the document before the submission of the bids.

5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal if required. PSDF also reserves the right to verify any information provided by the applicants.
- g) PSDF has the right to visit business premises to verify the information shared in tender documents. Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- h) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.

- i) Clarifications/ queries may be requested by **April 5, 2023**, before 15:00 through message box option of E-tendering portal and no response shall be given if not requested through the message box of E-tendering portal.
- j) The pre-bid meeting will be conducted on **March 30, 2023, at 11:00 AM** on Microsoft Teams (ONLINE). Bidders who want to join shall have to write an email to procurement@psdf.org.pk before 5:00 PM, **March 28, 2023**, for registration and the link will be shared via email before start of the session. The purpose of the meeting is to provide clarification and an understanding/capacity building of the E-Tender portal in case there are any queries or ambiguities in this regard.
- k) Punjab Procurement Rules, 2014 will be applicable for this procurement.
- l) Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that not participating as Joint venture.)
- m) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as **Annex - I**) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another term with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All taxes will be deducted in accordance with the applicable laws.
- h. The bid shall remain valid for the period of **120 days** from the date of bid opening.

7) Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex - F** to submit the financial bid.

8) Delivery Timelines or Completion Date

Unless agreed otherwise, the Hiring of a Company/Firm for Corporate Video & Success Story shall be provided within two weeks from the issuance date of the Purchase Order as per the business needs.

9) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “Annex – D”.

10) Performance Security

Successful bidder will submit a performance guarantee (bank guarantee or any other form of performance security acceptable to PSDF) of 2% of contract value at the time of signing the contract which will be returned after completion of contract.

11) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials in **Annex – F** and commercial envelope of the E-tendering portal.

12) Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **April 07, 2023, at 02:00 PM**. Technical proposals shall be publicly opened on the same day **April 07, 2023, at 02:30 PM** in the presence of bidder’s representatives who wish to attend it. Bids submitted through E-Tender shall be accepted, **whereas by-hand/hard copies submission is not allowed and shall be rejected**.

a. Bid Security

Bid Security of 1% of estimated cost in the form of a pay-order or demand draft or bank guarantee favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

b. Cover Letter for the Submission of Technical Proposal

A cover letter as specified in “Annex - H” shall be submitted with the proposal.

Annexures

Annex – A Organizational Information

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Annex – B Eligibility Response Checklist

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable).	(Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Evidence of the bidding firm/company's registration/Incorporation is required.	(Please attach Copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>

Annex – C Relevant Experience

Relevant Experience		
Sr. #	Required Information	Response (Please provide exact information with the organization name, location/s, and duration) Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms.	i.
		ii.
		iii.
		iv.

Annex – D Scope of Work

The following scope of work identifies the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon, by working closely with the Marketing and Communications Department of PSDF:

Services (including pre-planning and post-production), to package communications material in such a way that helps position PSDF as a leading skills development fund in the province of Punjab. The following terms of reference identify the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon, by working closely with the Marketing & Communications (M&C) department at PSDF:

i. Photography:

- a. The qualifying bidder will be responsible for taking high-quality photographs – and share short-listed images with PSDF, in accordance with PSDF’s specific requirements.
- b. The company/firm will also be responsible for treating and correcting select images for each project, subject and/or activity.
- c. In addition to this, they should also have a creative eye for taking photos from different and unique angles.
- d. It is expected from the photographers to evoke emotional response through their vivid photography skills.
- e. Moreover, the firm should deliver professionally edited and formatted photos via online transfer service or via an external/USB device.

ii. Videography:

The qualifying bidder will be responsible for developing high-quality videos, keeping in mind the following:

- a. All videos must be developed using the latest techniques and equipment and must be compatible with various formats.
- b. The videographer must have a creative streak which is reflected in the video angles/video quality.
- c. Any music in the video should be properly licensed.
- d. Script writing will be required keeping in mind the nature of the video clip. Scripts should be tailored according to the type of video content and the guidelines provided by PSDF.
- e. The final version of all videos must be shared in the following two formats: high-end broadcast quality (1920 x 1080); compressed versions which can be easily shared via WhatsApp (with subtitles)
- f. All videos must be prepared in accordance with the branding guidelines and protocols followed by PSDF (to be shared with the bidder, upon qualifying).

- Preparing the script, creative designing, voice overs, graphics, sub-titles, texturing, editing, captions will be the responsibility of the applicant.
- The applicant should be able to deploy shininess, transparency, translucency, reflectivity, texture, rigging & skinning, lighting, special vfx, colour wherever required.
- Provide music for the videos.
- Be able to shoot a video footage from a training location or any other location designated by PSDF for incorporating in the animation video as desired by PSDF.
- Preparing draft / sample videos for approval to PSDF and later finalize them as per the direction provided PSDF.
- Provide the videos with Urdu and English subtitles if required by PSDF.
- Be able to deliver videos in the format as required by PSDF for its social media platforms (YouTube, LinkedIn, WhatsApp) as well as mobile format along with its original source files after completion of each video. A frame rate of 24 fps is typically acceptable and renders faster than 29.97 fps.

In case of brief changes, the applicant would be required to make creative revisions.

iii. Editing and Music:

- a) Present a final version with editing.
- b) Add graphics, motion graphics as per the need of the communication objective set by PSDF management.
- c) Adding music to the final video will be the responsibility of the bidder.

iv. Story boarding:

- a. Provide story boarding for each video before shooting if required by PSDF.

v. Voice over:

- a. Getting voice over will be the responsibility of the bidder.

The three phases of any production-based assignment may be defined, as follows:

Pre-production: Pre-production would include narrative development (including, but not limited to - style, format, project length, target audience, featured success stories, etc.), finalise shooting script, interview questions, casting (if necessary), treatment of the project, audio/visual storyboard, along with the road plan for undertaking of a particular project.

Production: Production phase would include shooting/compiling raw footage in the field, assigned locations or on PSDF premises, finding suitable stock footage (if required), B-roll, and additional images (as and when required).

Post-Production: Post-production would include editing of the raw footage, voice over (if required), finding suitable background music and animation elements/motion graphics (if required), for a project and as outlined by PSDF. The qualifying bidder might also be required to edit, and package footage recorded by vendors, on behalf of PSDF, in the past.

Sample video for reference:

- <https://www.youtube.com/watch?v=3DYINE2jT9c&t=19s>
- <https://www.youtube.com/watch?v=mvzGi3RWyoY>
- <https://www.youtube.com/watch?v=oeA65qtcomk&t=11s>
- <https://www.youtube.com/watch?v=wbnaHgSttVo>

Corporate Video:

The qualifying bidder will be responsible for developing 2 high-quality videos, keeping in mind the following:

Objective:

- Communicate what PSDF has done in last 11 years.
- Introduce 6 brand pillars of PSDF along with results achieved under each:
 - Haryali
 - Umeed
 - Uraan
 - Aghaz
 - Mahir
 - E-tayyar

Results to be achieved:

- Get the donors interested in PSDF for potential partnership.

Stakeholders/Target Audience:

- Potential donors (national and international)

What is required:

- Vendor to suggest a mood board for the video and style of video /animation.
- Story board and script to be provided by vendor.

Video guidelines:

- a. The videographer must have a creative streak which is reflected in the video angles/video quality.
- b. Script writing will be required keeping in mind the nature of the video clip. Scripts should be tailored according to the type of video content and the guidelines provided by PSDF.

- c. All videos must be prepared in accordance with the branding guidelines and protocols followed by PSDF (to be shared with the bidder, upon qualifying)
 - d. Preparing the script, creative designing, voice overs, graphics, sub-titles, texturing, editing, captions will be the responsibility of the applicant.
 - e. Provide music for the videos.
 - f. Be able to shoot a video footage from a training location or any other location designated by PSDF for incorporating in the animation video as desired by PSDF.
 - g. Preparing draft / sample videos for approval to PSDF and later finalize them as per the direction provided PSDF.
 - h. Provide the videos with Urdu and English subtitles if required by PSDF.
 - i. Be able to deliver videos in the format as required by PSDF for its social media platforms (YouTube, LinkedIn, WhatsApp) as well as mobile format along with its original source files after completion of each video. A frame rate of 24 fps is typically acceptable and renders faster than 29.97 fps.
 - j. In case of brief changes, the applicant would be required to make creative revisions.
- vi. Editing and Music:**
- a) Present a final version with editing.
 - b) Add graphics, motion graphics as per the need of the communication objective set by PSDF management.
 - c) Adding music to the final video will be the responsibility of the bidder.
- vii. Story boarding:**
- a. Provide story boarding for each video before shooting if required by PSDF.
- viii. Voice over:**
- a. Getting voice over will be the responsibility of the bidder.

The three phases of any production-based assignment may be defined, as follows:

Sample video for reference:

- <https://www.youtube.com/watch?v=qCUAEDvaJsY>
- <https://www.youtube.com/watch?v=Bugw7JtbADg>
- <https://www.youtube.com/watch?v=8fsH8qxDDY4>
- <https://www.youtube.com/watch?v= ri7JMP9KdE>

ix. Travel:

- a. The assigned personnel/teams of the qualifying bidder will be required to travel across the province of Punjab (specifically, to focus areas/target districts of PSDF).

x. Timelines:

- a. The timelines for videos will be mutually decided between the M&C department and will be mentioned on project-to-project basis.

Note:

Bidders must have all below equipment.

- Full frame DSLR with Carl-Zeiss Prime lenses for videography
- Full frame DSLR with dedicated photography lenses for photoshoot
- Drone for Aerial coverage

Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Relevant Experience	25		
	8 years or more experience of production of videography services.		25	Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Minimum 5 years or more but less than 8 years' experience of production of videography services.		15	
2	Client Portfolio	20		
	Worked with greater 10 clients for providing videography services.		20	Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Worked with minimum 7 or equal to 10 clients for providing videography services.		15	
	Worked with minimum 5 or equal to 7 clients for providing videography services.		10	
3	Core Team Member	15		
	Videographer having working experience of 7 years or more.		5	Please attach CV on clearly stating required experience.
	Editor having working experience of more than 3 years.		5	
	Animator having experience of more than 2 years.		5	
4	Financial Capability/Annual Turn Over / Sales/Revenue	15		
	If equal to or greater than Rs. 7 million		15	Please submit copy of financial audit report 20-21/21-22 done by ICAP/SBP registered auditing firm or Annual tax return of 20-21/21-22
	If equal to or greater than Rs. 5 million but less than Rs. 7 million		10	
5	Story Bord for Corporate Video	10		

	Story board		10	Presentation submitted – to be assess based on the quality (flow of information, script, overall achievement of objective mentioned above)
6	Quality of the Client Work	15		All the work submitted will be gauged based on the quality of the mentioned items as per following matrix. Quality Scoring 1. Bad 1-2 2. Good 3-4 3. Excellent 5
	Editing		5	
	Graphics		5	
	Cinematography		5	
Total Points Awarded		100		

Quality Scoring Matrix

Quality Matrix	Justification/Understanding
Bad (1-2 Marks)	Work submitted (Editing, graphics, and cinematography) is not upto the mark and does not meet industry standards.
Good (3-4 Marks)	Work submitted (Editing, graphics, and cinematography) is acceptable as per PSDF standard
Excellent (5 Marks)	Work submitted (Editing, graphics and cinematography) is of great quality and is as per PSDF standard acceptable in the industry

Annex – F Financial Proposal

Video Production Charges

Item	Based on	PKR Price (inclusive all applicable taxes)
Video Production – Price A		
Film (TVC/Documentary etc.) 0 to 1 min	per video	
Film (TVC/Documentary etc.) 1 to 2 min	per video	
Film (TVC/Documentary etc.) 2 to 3 min	per video	
Film (TVC/Documentary etc.) 3 to 4 min	per video	
Film (TVC/Documentary etc.) 4 to 10 min	per video	
Total	Sum of all above mentioned price	
BTS Editing – Price B		PKR Price (inclusive all applicable taxes)
BTS shoot edit	Per video	
Total	Sum of all above mentioned price	
Sound/Studio Charges – Price C		PKR Price (inclusive all applicable taxes)
VO charges (celebrity)	per artist	
VO charges (non-celebrity)	per artist	
VO charges (known voices)	per artist	
Canned music with mixing and editing	per option	

Original background	per option	
Studio charges	per shift	
Total	Sum of all above mentioned price	
Corporate Video – Price D		PKR Price (inclusive all applicable taxes)
Video Cost	Per video	
Total	Sum of all above mentioned price	

- **Note:**
 - At least 5 videos will be development during the contract period of 1 year.
 - Quantity required for videos may increase or decrease as per the business need therefore, we have requested to please quote the price of per video.
 - Financials to be submitted on per minute of video.
 - PSDF may opt any of the above-mentioned options for video production as per the need.

- **Working formula for calculation purpose only:**
 - Total financial cost = Price A + Price B+ Price C + Price D

- **Payment Terms**
 - Payment is to be made within 30 days after the submission of the invoice and service acceptance by the user department.
 - Invoices can be raised monthly (based on the completion of the videos)
 - All payments shall be made in PKR after the applicable taxes.

- **Traveling and accommodation**
 - Traveling and accommodation will be provided by PSDF out of Lahore only, based on the below mentioned.
 - Travelling Borne by PSDF (will only accommodate two person and will be accompanied by PSDF representatives).
 - Accommodation will be borne by PSDF (not more than PKR 12,000 per night for the whole crew) if night stay is involved.

Annex – G Declaration

Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

Name	
Designation	
Signature	
Date and Place	

Annex – H Cover Letter

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the services for Hiring of a Company/Firm for Corporate Video & Success Story in accordance with your Tender dated [Insert Date of Tender advertised] as per the specification mentioned. We hereby submit our technical bid including the required documents in a technical envelope of e-tender.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will deliver the supplies as per the client's request if our bid is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:



Annex – I Tentative Draft Contract

DATED ____ FEBRUARY 2023

AGREEMENT FOR HIRING OF A COMPANY/FIRM FOR VIDEO PRODUCTIONS

BETWEEN

Punjab Skills Development Fund

AND

[Company]

THIS AGREEMENT is made at Lahore, Pakistan this ___ day of February 2023:

Between

PUNJAB SKILLS DEVELOPMENT FUND, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

And

[Details of the Company] (hereinafter referred to as “**Company**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

(PSDF and Company shall individually be referred to as a “Party” and collectively as “Parties”)

Whereas, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage the Company in order to procure services for the production of various videos and content for campaign productions as envisaged herein this Agreement (“**Services**”).

And Whereas, the Company is desirous of providing the aforesaid Services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement.

And Whereas, the Company has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

Now, Therefore, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

1.1. The Recitals hereof shall form an integral part of this Agreement.

2. Scope of Work

- 2.1. Company agrees to provide the Services detailed in **Appendix A** subject to negotiations in accordance with the PPRA Rules 2014.
- 2.2. Company further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.

3. Term & Payment

- 3.1 This Agreement shall come into force on the [add] its duration shall be one (01) year.
- 3.2 PSDF may extend the duration of this Agreement for another term with the mutual consent of both the Parties, on the same terms and conditions.
- 3.3 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in performance by Company, PSDF shall be entitled to deduct [●] of the total bid price per day till such delay continues as per the deliverables.
- 3.4 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR 1.0 Million.
- 3.5 All payments made hereunder shall be made subject to applicable tax deductions.

4. Performance Guarantee

- 4.1. Company shall submit a Performance Guarantee (in the form of pay order or bank guarantee as is acceptable by PSDF) equal to the amount of two percent (02%) of the total value of this Agreement at the time of signing of this Agreement. The Company shall ensure that the Performance Guarantee is valid and enforceable for the duration of this Agreement.
- 4.2. The Performance Guarantee shall be returned after successful completion of this Agreement.

5. Obligations

- 4.1. In providing the Services and related services to PSDF, Company shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Company from time to time.
- 4.2. Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Company shall ensure that the content made pursuant to the Agreement is up to the standards as communicated by PSDF and PSDF has the right to request changes and edits to all content created by the Company to ensure that the final product is as per the requirement and expectation of PSDF.
- 4.5. Company shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.
- 4.6. Company shall provide professional, objective, and impartial content, at all times holding PSDF's interests paramount.
- 4.7. Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
- 4.8. Company shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.

6. Warranties and Representations

5.1. Company' warranties and representations

- 5.1.1. Company warrants and represents that it has submitted Performance Guarantee of two per cent (%) of the total value of this Agreement as stipulated herein.
- 5.1.2. Company warrants and represents that it has submitted the Bid Security of one per cent (%) of the total value of this Agreement as stipulated herein.
- 5.1.3. Company represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 5.1.4. Company is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.
- 5.1.5. Company warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.

- 5.1.6. Company warrants and represents that it shall comply with any alteration and edit requests made by PSDF to ensure that the Services are up to the standards and expectations of PSDF.
- 5.1.7. Company warrants and represents that it has the requisite experience of providing the Services.
- 5.1.8. Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 5.1.9. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.10. Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.11. Company warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.12. Company warrants and represents that it shall provide professional, objective and impartial advice, services and content and at all time hold PSDF's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.
- 5.1.13. Company warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.14. This Agreement and all documents to be executed by Company and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Company.

5.2. PSDF's warranties and representations

- 5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Company in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

7. Indemnities and Liabilities of Company

- 6.1. Company shall be fully liable for the obligations arising out of or in connection with this Agreement.

6.2. Company shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Company, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Company or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

8. Indemnities and Liabilities of PSDF

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to the Company for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Company received advance notice of the possibility of such damages.
- 7.2. The Company shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

9. Events of Default

- 8.1. The following events shall each constitute an "Event of Default" by Company and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:
- 8.1.1. If the Company fails to timely complete the Services or fails to provide the deliverables within the stipulated timeframes.
 - 8.1.2. If the Company fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PSDF, or that may reasonably be perceived as having such effect.
 - 8.1.3. If the Company violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the Company written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Company does not commence to cure such violation, breach or failure within such thirty (30) day period.
 - 8.1.4. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to Company in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

8.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice.

10. Entire Agreement

This Agreement, together with the Appendices A and B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

11. Record

Company shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

12. Assignment and Sub-contracting

12.1 Company shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

12.2 Company shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

13. Confidentiality

12.1 Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

12.2 Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. Blacklisting

14.1. After signing the Agreement, if Company is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Company may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. Force Majeure

15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.

15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16. Notices

16.1. A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

16.3. Addresses:

PSDF	Company
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	-

17. Severability

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

19. Intellectual Property

19.1 All the material produced by the Company for the purposes of this Agreement shall be considered to be commissioned works produced during the course of this Agreement for PSDF and shall be the intellectual property of PSDF and the Company shall not be a joint owner of any of the materials produced.

19.2 The Company may use the intellectual property of PSDF only for the purpose of this Agreement. However, it may not sub-license the intellectual property to any other entity or persons nor shall the Company share the works with any third party during or after the term of this Agreement.

19.3 The Consultant shall in no event make use of any Intellectual Property Right of PSDF including Trademark, Copyright, Logo, Patent and Design or any other material without prior written approval of PSDF. The Company shall in no event represent itself as owner or licensee or assignee of the said Intellectual Property Rights.

20. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

21. Amendments

Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

22. Arbitration and Governing law

- 20.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 20.2 The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PSDF shall be binding and final.
- 20.3 The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.
- 20.4 In case of any disputes regarding the Services, the decision of PSDF shall be final and binding.

23. Harassment

The Company is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

24. Discrimination

In the process of providing the Services, the Company shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

25. Anti-Bribery and Anti-Corruption

- 25.1 The Company, the Company's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

25.2 PSDF shall have the right to terminate this Agreement if the Company breaches this Clause 25.

26. Waiver

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.



Skills For Success

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Company

Witnesses:

1.

2.

Appendix A

Scope of Services

1. Scope of Work:

The following scope of work identifies the main tasks and responsibilities that the Company shall deliver upon, by working closely with the Marketing and Communications Department of PSDF:

Services (including pre-planning and post-production), to package communications material in such a way that helps position PSDF as a leading skills development fund in the province of Punjab. The following terms of reference identify the main tasks and responsibilities that the Company shall deliver upon, by working closely with the Marketing & Communications (M&C) department at PSDF:

xi. Photography:

- a. The Company will be responsible for taking high-quality photographs – and share short-listed images with PSDF, in accordance with PSDF’s specific requirements.
- b. The company will also be responsible for treating and correcting select images for each project, subject and/or activity.
- c. In addition to this, they should also have a creative eye for taking photos from different and unique angles.
- d. It is expected from the photographers to evoke emotional response through their vivid photography skills.
- e. Moreover, the firm should deliver professionally edited and formatted photos via online transfer service or via an external/USB device.

xii. Videography:

The Company will be responsible for developing high-quality videos, keeping in mind the following:

- a. All videos must be developed using the latest techniques and equipment and must be compatible with various formats.
- b. The videographer must have a creative streak which is reflected in the video angles/video quality.
- c. Any music in the video should be properly licensed.
- d. Script writing will be required keeping in mind the nature of the video clip. Scripts should be tailored according to the type of video content and the guidelines provided by PSDF.
- e. The final version of all videos must be shared in the following two formats: high-end broadcast quality (1920 x 1080); compressed versions which can be easily shared via WhatsApp (with subtitles)
- f. All videos must be prepared in accordance with the branding guidelines and protocols followed by PSDF.

xiii. Editing and Music:

- a. Present a final version with editing.
 - b. Add graphics, motion graphics as per the need of the communication objective set by PSDF management.
 - c. Adding music to the final video will be the responsibility of the Company.
- xiv. Story boarding:**
- a. Provide story boarding for each video before shooting.
- xv. Voice over:**
- a. Getting voice over will be the responsibility of the Company.

The three phases of any production-based assignment may be defined, as follows:

- A. Pre-production:** Pre-production would include narrative development (including, but not limited to - style, format, project length, target audience, featured success stories, etc.), finalise shooting script, interview questions, casting (if necessary), treatment of the project, audio/visual storyboard, along with the road plan for undertaking of a particular project.
 - B. Production:** Production phase would include shooting/compiling raw footage in the field, assigned locations or on PSDF premises, finding suitable stock footage (if required), B-roll, and additional images (as and when required).
 - C. Post-Production:** Post-production would include editing of the raw footage, voice over (if required), finding suitable background music and animation elements/motion graphics (if required), for a project and as outlined by PSDF. The Company might also be required to edit, and package footage recorded by vendors, on behalf of PSDF, in the past.
- xvi. Travel:** The assigned personnel/teams of the Company will be required to travel across the province of Punjab (specifically, to focus areas/target districts of PSDF).

Timelines: The timelines for videos will be mutually decided between the M&C department and will be mentioned in the agreement.

Note:

The Company must have all below equipment.

- Full frame DSLR with Carl-Zeiss Prime lenses for videography
- Full frame DSLR with dedicated photography lenses for photoshoot
- Drone for Aerial coverage

Appendix B

Payment Terms

- i. The Total Contract value is PKR 1 Million.
- ii. The following penalties may be imposed on the Company:
 - ___% penalty shall be imposed on monthly invoice value of Company in case of non-compliance.

Payment Terms:

- i. Upon successful performance of the Services as mentioned above, payment shall be made once the services have been approved by the PSDF user department.
- ii. Payment will be made on a monthly basis within thirty (30) days after the submission of invoice and acceptance of the Services by the relevant department.
- iii. All the payments shall be made in PKR after the deduction of all applicable taxes.
- iv. Traveling and accommodation will be provided by PSDF out of Lahore only, based on the below table.

Travelling	Borne by PSDF (will only accommodate 2 person and will be accompanied by PSDF representatives).
Accommodation	Will be borne by PSDF (not more than PKR 12,000 per night for the whole crew) if night stay is involved.