

REQUEST FOR PROPOSAL

FOR

PUBLIC RELATIONS AGENCY

FOR THE

SPECIAL TECHNOLOGY ZONES AUTHORITY



SPECIAL TECHNOLOGY ZONES AUTHORITY

REQUEST FOR PROPOSALS FOR THE PROVISION OF PUBLIC RELATIONS SERVICES

- 1. The Special Technology Zones Authority (STZA), an autonomous body established under the Special Technology Zones Authority Act 2021 invites bids from firms who are on the Active Taxpayers List of the Federal Board of Revenue for the provision of PUBLIC RELATIONS (PR) services to the STZA for the financial year 2022-23 (hereinafter referred to as the "Bids"). The method of Bid submission will be <u>Single Stage Two Envelopes</u> and the method of selection will be on a Least Cost Basis.
- 2. This RFP and related documents are available on the STZA website (www.stza.gov.pk). The RFP and related documents can also be downloaded from *PPRA* free of cost. All applicants who intend to participate must send an email to hina.nasir@stza.gov.pk with their contact details for any clarifications prior to the submission.
- 3. The Bids, prepared in accordance with the instructions in this RFP, must reach office of the Special Technology Zones Authority located at 16th Floor, New State Life Tower, Plot 61, Jinnah Avenue, Blue Area, Islamabad by1100 hrs on or before on 25th April 2022. The Bids will be opened on the same date i.e., 25th April 2022 at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Manager Procurement Mehwish Iqbal

mehwish.iqbal@stza.gov.pk

Special Technology Zones Authority

16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

INSTRUCTIONS TO BIDDERS

1. INVITATION TO SUBMIT A PROPOSAL

- 1.1. Special Technology Zones Authority ("STZA") is an autonomous body established under Special Technology Zones Authority Act, 2021. The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research, and technology industry, to increase productivity and decrease the costs of production through high-tech interventions, intensive innovation, and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through the creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers, etc. More details can be obtained from the Special Technology Zones Authority Act, 2021 and STZA's official website..
- 1.2. STZA seeks to engage an experienced firm/company to provide PR services to STZA. Eligible firms/companies are invited to submit a Bid, detailing their experience and qualifications in the form provided in this document.
- 1.3. This RFP and related documents are available on the STZA website (www.stza.gov.pk). The RFP and related documents can also be downloaded from PPRA website free of cost. All applicants who intend to participate must send an email to hina.nasir@stza.gov.pk with their contact details for any clarifications prior to the submission. Submission will be in hardcopy only.
- 1.4. The Bids, prepared in accordance with the instructions in this RFP, must reach Special Technology Zones Authority, 16th Floor, New State Life Tower, Plot 61, Jinnah Avenue, Blue Area, Islamabad by 1100 hrs on or before 25th April 2022. The Bids will be opened on the same date i.e., 25th April 2022 at 1130 hrs. All envelopes must be sealed, including all required documents.

2. TERMS AND CONDITIONS

2.1. Bids must reach in the office of Manager Procurement, Special Technology Zones Authority, Plot # 61, 17th Floor, New State Life Tower, Jinnah Avenue, Blue Area Islamabad at or before 1100 hours on 25th April 2022. Any Bid received by STZA after the deadline for submission of bids will be returned unopened. The Bids will be opened at 1130 hrs on the same day 25th April 2022, in the presence of bidder's representatives

- who choose to attend at the conference room 16th Floor, New State Life Tower, Jinnah Avenue, Blue Area, Islamabad. Submission cannot be done through email.
- 2.2. The bidding shall be done on an Open Competitive Bidding basis through a <u>Single Stage</u>
 Two Envelope Bidding Procedure.
- 2.3. Pre-submission queries will be submitted to hina.nasir@stza.gov.pk.
- 2.4. STZA will ensure that all data submitted by prospective applicants are treated as confidential.
- 2.5. All bidders will be expected to keep any information received from STZA confidential.
- 2.6. All expenses related to participating in this RFP will be borne by the applicants.
- 2.7. STZA reserves the right to verify any information submitted by applicants. Any information which is found by STZA to be false will be a ground for rejection. Any misstatement or concealment will also be grounds for rejection.
- 2.8. STZA reserves the right to cancel this procurement process at any time without notice and disclaims all and any liability related to it..
- 2.9. STZA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 2.10. Notice of the rejection of all bids or proposals shall be given promptly to all PR companies that submitted bids or proposals.
- 2.11. All queries must be through a written notice or email.

3. TERMS OF REFERENCE

- 3.1. The company/firm will be required to perform the following:
- 3.1.1 Provide Public Relations services to STZA for a period of one (1) year, which shall be extendable on an annual basis only on satisfactory performance of PR Agency and by mutual consent of both the parties.
- 3.1.2 PR services coverage shall be for STZA only.

- 3.1.3 Processing of all settlements/disbursement of payment of claims must be at Islamabad/Rawalpindi office of the selected company/firm.
- 3.1.4 Worldwide coverage should be provided.
- 3.1.5 Prices quoted shall remain valid for a period of 12 months.
- 3.1.6 The contract with the successful bidder shall be signed after completion of all formalities and the company/firm shall be bound to provide coverage effective from the start of the Contract.
- 3.1.7 The contract duration shall be for a period of one (01) year starting from the contract signing date agreed with STZA, and may be extended with mutual consent of both parties on annual basis.
- 3.1.8 The draft contract is appended to this RFP and is based on the terms of reference contained herein. It may be noted that the contract appended may be subject to change as mutually agreed between the procuring agency and company/firm.

4. **DOCUMENTS**

- 4.1. All applicants must submit a single bid containing 2 sealed envelopes for the <u>Single Stage</u>
 Two Envelope Bidding Procedure, containing the following:
- 4.1.1. The **TECHNICAL PROPOSAL** in a sealed envelope (and labelled as "TECHNICAL PROPOSAL") must include all of the following documents in order to qualify and be eligible for evaluation:
 - (i) Company/firm profile;
 - (ii) Teams structure in Karachi, Lahore, Islamabad, resumes of team members.
 - (iii) List of at least 10 public and private organizations experience as PR Agency.
 - (iv) Certificate of Incorporation with SECP/Firm registration certificate.
 - (v) NTN/ STRN Registration Certificate;
 - (vi) Audited Financial Reports for the last two financial years;
 - (vii) List of at least 5 current public or private clients for a reference check with contact information.
 - (viii) Name of Authorized Person/Account Manager with full contact information on Company/Firm letterhead;
 - (ix) Proof of work done previously for both public and private entities, this must include work done in digital PR mediums.

(x) Undertaking on PKR 50/- stamp paper, duly attested by the oath commissioner, stating that the company/firm has not been blacklisted by any of Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere within or outside Pakistan;

Please note that the absence of any documentary proof shall lead to the disqualification from the bidding process.

- 4.1.2. The **FINANCIAL PROPOSAL** in a sealed envelope (and labelled as "FINANCIAL PROPOSAL") must include the following document in order to qualify:
 - (a) Financial Proposal according to the TORs as detailed in Section 3.
 - (b) The Financial Proposal shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
 - (c) The quoted price shall be in Pak Rupees and shall be inclusive of all applicable taxes.
 - (d) The details of Financial Proposal or a price quotation shall at no cost be mentioned in any document being submitted as part of the Technical Proposal. A company/firm will be disqualified is such details are mentioned in the Technical Proposal.

5. EVALUATION CRITERIA AND PROCESS

- 5.1. The eligibility criteria for companies/firms is as follows in order to qualify for evaluation:
- 5.1.1. Company/firm to be registered with SECP or the registrar of firms/partnerships;
- 5.1.2. Registered with FBR;
- 5.1.3. Has not been blacklisted by any of Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan or outside Pakistan;
- 5.1.4. Compliance with ToRs and RFP is mandatory, partial compliance shall lead to the disqualification of the bidder;

- 5.1.5. The company/firm shall have experience of providing PR services to at least 10 well reputed Public and Private organizations, and the proof of services shall be submitted in the proposal.
- 5.1.6. Shall have at least 5 years of experience in PR businesses.
- 5.1.7. Must be an active taxpayer from FBR.
- 5.2. All bidders whose Technical Proposals are complete at opening based on the eligibility criteria will be evaluated based on the technical evaluation criteria specified below. The minimum technical score required to pass or be declared technically responsive is 70 points as per the below mentioned criteria:

No	Criteria	Allotted	Attained
		Marks	Marks
		(Total)	
(1)	Availability of offices in Karachi, Lahore,	10	
	Islamabad (3.33 marks for each city)		
(2)	Proof of Team and work experience with	10	
	10 clients (5 private) (1 mark/client)		
(3)	Number of years of experience (5 marks	10	
	for 5 years, 7 marks 6-9 years, and 10		
	marks for 10 plus experience)		
(4)	Team structure and experience.	15	
	(PR Strategy Head & Narrative Builder - 5		
	marks		
	Account Manager - Dedicated - 3 Marks		
	Content Writer(English) - 2 Marks		
	Content Writer (Urdu) - 2 Marks		
	Content Curator(Graphics and Motion		
	graphics) - 2 marks		
	Research & Data Analyst (Reporting) - 1		
	marks)		
(5)	Proof of three major PR projects with	15	
	content creation across all platforms, and		
	their organic reach.		
	(5 marks/ project)		
(6)	3 Samples of content creation and writing	15	
	both in English and Urdu shall be		
	provided.		

	(5 marks per sample)		
	Subjective to the quality of work		
(7)	Prove of arranging high profile events with	15	
	relevant stakeholders		
(8)	The most innovative campaign done with	10	
	results (Subjective scoring on campaign		
	idea and engagement)		
Total		100	

5.3. STZA will open the financial bids of all bidders who are found technically responsive. All qualified bidders will be notified regarding the date, time, and venue of the financial bid opening. The company/firm technically qualified and offering the least rate will be awarded the contract.

FORM OF DRAFT CONTRACT

This Agreement (the "Agreement") is made at Islamabad on [insert date] (the "Signing Date"), by and between:

- 1. **SPECIAL TECHNOLOGY ZONES AUTHORITY,** an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its registered office located at Special Technology Zones Authority, Prime Minister's Office, Constitution Avenue, G-5, Islamabad, Pakistan(hereinafter referred to as the "STZA" which expression shall, where the context so permits mean and include its successors and permitted assigns); and
- 2. **[INSERT NAME]**, a company/firm incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the "PR Agency" which expression shall, where the context so permits mean and include its successors and permitted assigns);

(STZA and the PR Agency are hereinafter collectively referred to as the "Parties" and each individually as the "Party").

WHEREAS:

- A. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the "STZs"), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. The PR Agency is involved in the business of *inter alia*, [insert];
- C. STZA has duly selected the PR Agency in accordance with the applicable procurement laws, through its request for proposal dated [insert] (hereinafter referred to as the "RFP"), to engage the Services (as defined hereinafter) of the PR Agency. A copy of the RFP is attached as **Schedule** A to this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the PR Agency to STZA and the relationship between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. KEY TERMS & CONDITIONS

1.1 SERVICES

PR Agency shall provide the following Services (herein after collectively referred to as the "Services"):

- 1.1.1 The PR Agency shall create and implement a comprehensive media & public relations strategy that adheres to Brand STZA's communications strategies and standard operating processes in accordance with the scope specified in the RFP. The Client may also request any other services as may be required on mutually agreed terms between the Parties;
- 1.1.2 The PR agency shall plan a high-level communication strategy to tackle crisis and propaganda at a time of need;
- 1.1.3 Increase goodwill asset of STZA's by gaining media coverage through various means;
- 1.1.4 The PR Agency shall build a relationship and in-person meetings with media, executive speaking opportunities, and thought-leadership positioning;
- 1.1.5 Develop and maintain a targeted media list for PR material distribution;
- 1.1.6 Cultivate and maintain relationships with reporters, editors, and bookers at key media publications, outlets, programs, etc to support the events or conferences STZA will be conducted;
- 1.1.7 Proactively pursue positive stories and respond to inquiries targeting all forms of media: broadcast, digital, podcasts, print, etc.
- 1.1.8 Regular performance reporting following the major event/activity articles, news, and social media posts, and monthly assessments of PR services provided by the agency.
- 1.1.9 Coordinate approved communications flow with tech industries and other relevant associations, and government authorities.
- 1.1.10 Develop short TV reports to introduce STZA to the target audiences, develop and design infographics, c short videos on Pakistan's tech sector for dissemination via social media
- 1.1.11 Collectively work with STZA's PR and marketing team on any issues surrounding corporate communications and public policy.
- 1.1.12 Draft news releases both in English in Urdu (Articles), messaging documents, talking points, FAQs, media Q&As, etc.
- 1.1.13 Attend events all across Pakistan on behalf of STZA.

- 1.1.1 The PR Agency shall provide the Services in accordance with the Terms of Reference provided in Section 3 of the RFP, provided that STZA shall have the right to require certain additions and/or amendments to the scope subject to mutual agreement between the Parties.
- 1.2.1 STZA may ask the PR Agency to perform additional services during the Term of this Agreement if the same is required in order to deliver the Services in a complete manner. The scope and consideration for such additional services shall be mutually agreed upon between the Parties.

1.2 TERM

- 1.2.1 This Agreement shall become effective on the Signing Date and shall continue for an initial period of one (1) year unless otherwise terminated in accordance with the provisions of Section 2.1 of this Agreement (the "**Term**").
- 1.2.2 The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before the expiry of the Term.

1.3 PAYMENT FOR THE SERVICES

- 1.3.1 STZA shall pay the PR agency on basis of a payout model of retainer per month [insert PKR/Month] ("Retainer Fee"). The Retainer Fee shall be inclusive of all applicable taxes.
- 1.3.2 PR Agency shall submit an invoice with proof of work at the end of each month to claim the Retainer Fee that will be agreed upon at the time of contract signing.
- 1.3.3 After receiving the complete document from the agency, STZA will process the payment within 30 days of receipt.
- 1.3.4 Any other terms relating to the payment of consideration shall be mutually agreed upon between the Parties, subject to acceptance of the terms of the financial proposal of the PR Agency in response to the RFP, as accepted by STZA, in whole or in part.
- 1.3.5 Within fourteen (14) days of the receipt of a letter of intent from STZA, the PR Agency shall furnish Performance Security to STZA for a sum equivalent to 10% of the total value of the premium/Consideration. The Performance Security shall be returned to the PR Agencyupon expiry and/or termination of this Agreement.

2. MISCELLANEOUS PROVISIONS

2.1 DEFAULT AND TERMINATION

- 2.1.1 If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.
- 2.1.2 Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful, or scandalous behaviour or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 2.1.3 Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 2.1.4 Upon termination under this Section above, STZA shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that STZAshall be entitled to refund of any part of the Retainer Fee paid for the unfinished work, as at the date of termination.

2.2 CONFIDENTIALITY

- 2.2.1 The Parties acknowledge and agree that each Party shall treat all information concerning the other Party which comes to its knowledge pursuant to this Agreement, including all documents, plans, specifications, and the subject matter contained herein and any information, whether technical, financial or commercial, or otherwise, or any activities carried out pursuant to or in contemplation of entering into this Agreement, provided by a Party hereunder (the "Disclosing Party") to the other Party hereunder (the "Receiving Party") in connection with the performance of this Agreement which is in writing or communicated by any other means, as confidential information. This confidential information shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied unless otherwise permitted with the prior written consent of the Disclosing Party and/or required by the applicable laws.
- 2.2.2 Any subcontractor and/or a third party appointed by the PR Agency subject to the prior written approval by Client shall abide by all the confidentiality obligations of this Agreement.

The confidentiality obligations shall survive termination and/or expiry of this Agreement

shall be valid for a period of ten (10) years from the date of termination and/or expiry of this Agreement.

2.3 FORCE MAJEURE

- 2.3.1 Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, the act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.
- 2.3.2 Notwithstanding the foregoing, in the event of the occurrence of such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the PR Agency shall refund the relevant portion of the Retainer Fees on a pro-rata basis that has been paid by the Client to the PR Agency for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

2.4 REPRESENTATIONS & WARRANTIES

- 2.4.1 Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.
- 2.4.2 Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or maybe bound.

2.5 INDEMNITY AND LIMITATION OF LIABILITY

2.5.1 The PR Agency hereby covenants, agrees, and confirms that it shall indemnify, defend, and hold harmless the Client and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the PR Agency or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach

by the PR Agency of any of its representations, warranties or covenants contained in this Agreement.

2.5.2 The PR Agency shall not be liable for: (i) any loss or damage suffered by the Client arising out of or in connection with any act, omission, misrepresentation, or error made by or on behalf of the Client or arising from any cause beyond the Insurance Company's reasonable control; or (ii) any delay in or omission of publication or transmission or for any error in any press or other publication unless such delay, omission or error is due to its default or neglect.

2.6 ASSIGNMENT AND BENEFIT OF AGREEMENT

- 2.6.1 The PR Agency shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of STZA.
- 2.6.2 STZA shall have the right, power, and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the STZA, in whole or in part, with prior intimation to PR Agency, without affecting any rights of PR Agencyhereunder. Any such assignee and PR Agency shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and PR Agency shall enter into such documents as may be necessary and required to bring the assignment into effect.
- 2.6.3 This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

2.7 COUNTERPARTS

2.7.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

2.8 NOTICES

2.8.1 Any notice or other document to be served under this Agreement shall be in the English language and may be delivered personally, or by a recognized courier to the Party to be served at its addresses specified below or at such other address as it may have notified to the other Parties in accordance with this Article:

For STZA

Address: [insert]
Telephone: [insert]
Email: [insert]

Attention: [insert]

For PR Agency

Address: [insert]
Telephone: [insert]
Email: [insert]
Attention: [insert]

2.8.2 Any notice or document shall be deemed to have been served if delivered personally or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery wasmade.

2.9 AMENDMENTS TO BE IN WRITING

2.9.1 This Agreement may be amended or supplemented only by agreement in writing signed by the Parties.

2.10 SEVERABILITY

2.10.1 The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

2.11 NO WAIVER

2.11.1 No failure or delay by any Party to this Agreement in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision, or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision, or condition.

2.12 GOVERNING LAW & DISPUTE RESOLUTION

- 2.12.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to the respective senior management of the Parties for resolution.
- 2.12.2 In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall be resolved in accordance with the provisions of the Arbitration Act, 1940.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing date.

SPECIAL TECHNOLOGY ZONES AUTHORITY	SIGNATURES
through its authorised signatory	
Name:	
Designation:	
CNIC No.:	
[INSERT NAME]	
through its authorised signatory	
Name:	
Designation:	
CNIC/ Passport No.:	
in the presence of:	
signature of WITNESSES	SIGNATURES
1- Name:	
Address:	
CNIC/ Passport No.:	
2-Name:	
Address:	
CNIC/ Passport No.:	

SCHEDULE A – REQUEST FOR PROPOSAL

ENCLOSED HEREINAFTER THIS SHEET
