



P3A
PARTNERSHIPS FOR
GROWTH



INVITATION OF PROPOSALS

FOR STRATEGIC COMMUNICATIONS AND MEDIA CONSULTING SERVICES

Public Private Partnership Authority (P3A), an autonomous body established under P3A Act, 2017, is seeking the services of a well-qualified and reputable professional Strategic Communications & Media Consultant to drive its multi-channel marketing and promotional activities, as well as that of various aspects of the Federal Government's Public Private Partnership (PPP) program.

The Request for Proposal (RFP) package detailing the scope of work, terms and conditions and submission requirements is available on the P3A website: www.p3a.gov.pk and Public Procurement Regulatory Authority website: www.ppra.org.pk. Interested parties are invited to submit their proposals as per the RFP to the undersigned latest by **6th June, 2022** at 1100 hrs, which will be opened on the same date at 1130 hrs. Any queries related to the assignment may also be sent to saba.siraj@p3a.gov.pk.

Manager Communications & PR
Public Private Partnership Authority

+92 51 9211990

+92 51 9211983

+92 51 9211984

+92 51 9211985

p3a.gov.pk

info@p3a.gov.pk

501, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F 5/1, Islamabad, Pakistan



REQUEST FOR PROPOSAL

STRATEGIC COMMUNICATIONS & MEDIA CONSULTING SERVICES

Latest by
6 June 2022

For queries

saba.siraj@p3a.gov.pk



RFP

[@p3a.gov.pk](https://twitter.com/p3a.gov.pk)

P3A-Partnerships For Growth

Table of contents:

Letter of Invitation.....	3
1. Introduction	3
2. The Assignment.....	4
3. Submission and Evaluation of Technical & Financial Proposals.....	4
3.1. Technical Proposal	4
3.2. Financial Proposal	5
4. Negotiations.....	5
5. Clarifications	5
6. Other terms	5
Annex-I: Terms of Reference.....	7
1. Objectives of the Assignment.....	8
2. Scope of the Assignment/ Terms of Reference (TORs).....	8
3. Duration of the Assignment	10
Annex-II: Instruction to bidders - Procedure for Submission & Evaluation of Proposals.....	11
1. Submission of Proposals	12
2. Bid Validity	12
3. Evaluation of the Proposals.....	12
4. Responsiveness conditions	13
5. Technical Criteria	14
6. Financial Criteria	15
7. Contract Negotiations.....	15
8. Payment to the Consultant.....	16
9. Payment of out-of-pocket expenses	16
10. Exclusion and Prohibitions.....	16
Annex-III: Instructions to bidders - Format for Technical & Financial Proposals.....	17
1. Contents of the Technical Proposal.....	19
1.1 Relevant Experience and Experience of having undertaken similar assignments.....	19
1.2 Competence and Qualification of Team	19
1.3 Work Plan and Methodology.....	19
2. Format for Financial Proposal.....	20
Annex-IV: Draft Engagement Agreement	21
DRAFT ENGAGEMENT AGREEMENT	22
Annex-V: General Conditions.....	36

Letter of Invitation

Dear Sir/Madam,

1. Introduction

1.1 Public Private Partnership Authority (“P3A”), an autonomous statutory body corporate established under the Public Private Partnership Authority Act 2017 (as amended), has the mandate of creating an enabling environment for private sector participation in development projects and in the provision of public infrastructure and related services in Pakistan through public-private partnerships.

1.2 P3A’s aim is to establish a regulatory framework to execute public private partnerships in Pakistan, so as to promote domestic and foreign private investment in development projects to increase the availability of public infrastructure and service delivery and improve the reliability and quality for accelerating economic growth thus achieving the social objectives of the government as well as to ensure appropriate regulatory controls and promotion of transparency in carrying out the development projects.

1.3 Besides providing and recommending the PPP projects to P3A governing Board, P3A also serves as a developmental hub for the federal implementing agencies to provide in-depth analysis of their respective development projects, to ensure the value for money for the government as well as ensuring the bankability of the PPP projects addressing at the same time the private sector concerns as to the profitability and revenue generation capability of a given PPP project. Thus, striking an optimal balance between the two. This serves the ultimate objective of uplifting the socioeconomic conditions of Pakistan, and the well-being of Pakistan’s citizenry, through the much-needed and effective delivery of developmental projects across various sectors with the injection of private sector investment, innovation, efficiency and technical expertise.

1.4 Its effective interaction with both the public and the private sector partners both in Pakistan and abroad (including but not limited to investors, implementing agencies, state-owned enterprises, autonomous/semi-autonomous entities, developers, financial institutions, consulting firms, project operators, and last but not the least media houses), is of the utmost importance given P3A’s strategic objectives and mandate. This requires comprehensive and consistent strategic communication and outreach by P3A.

2. The Assignment

P3A intends to engage a well-qualified and experienced Strategic Communications/Media Consultant (the “Consultant”) to assist P3A in increasing its outreach to the relevant public and private sector stakeholders through performance of the tasks/ activities as listed in the Terms of Reference (TORs) attached as Annex-I.

3. Submission and Evaluation of Technical & Financial Proposals

The Technical and Financial Proposals shall be prepared and submitted in accordance with the instructions given in this Request for Proposal (“RFP”). The bidders are encouraged to specify as to how the proposals submitted by the bidders are ‘responsive’ and stand against each technical & financial criterion given in the RFP.

The successful bidder (with responsive proposal and securing the highest weighted marks as per the RFP) shall complete the Assignment in accordance with the terms of the RFP and Engagement Agreement to be entered into between the P3A and the Consultant. Reference to ‘the Consultant’ includes the entire Consultant’s team, or relevant members, under management of a single lead Consultant who shall enter into Engagement Agreement with P3A.

Please note that:

- a. The costs of preparing the proposals and negotiating the Engagement Agreement, including any visits of P3A office, are to be borne by the Consultant and shall not be reimbursable, and
- b. P3A reserves the right to reject any or all the proposals submitted.

3.1. Technical Proposal

The Technical Proposal shall be prepared using the format specified- in Annex-III and shall be submitted in the manner as specified in Annex-II. The bidders must submit comprehensive information and data in support of the criteria given in Annex-II.

3.2. Financial Proposal

The Financial Proposal shall stipulate the total fee for the Assignment (inclusive of all the applicable taxes) and shall be prepared using the format given in Annex-III, and shall be submitted as per the procedure mentioned in Annex-II. P3A will not be responsible for any tax or insurance liability arising out of the performance of the services for the Assignment, and all fees and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by P3A in terms of the criteria mentioned in Annex-II. Any Technical or Financial proposal which is not in strict conformity with the format given in Annex-III will be disqualified.

Interested parties are requested to submit their proposals by 6th June, 2022 by 1100 hours and the proposals shall be opened at 1130 hours on the same day.

4. Negotiations

The negotiations on Engagement Agreement shall be carried out in terms of the criteria given in Annex-I and draft Engagement Agreement attached as Annex-IV.

5. Clarifications

In addition to pre-bid meeting, which is scheduled to be held on 6th June, 2022 in the P3A Office at 1130 hours, should any party require any clarification on any term(s) contained in the RFP or the Annexes attached hereto, the potential bidder may contact Ms. Saba Siraj, Manager Communications & PR at saba.siraj@p3a.gov.pk. For the purposes of fairness, any clarifications issued would be posted on P3A's website www.p3a.gov.pk.

6. Other terms

This RFP and the annexes attached hereto are subject to the overriding conditions set out in Annex-V.

Yours sincerely,

Saba Siraj
Manager Communications & PR
P3A

Attachments

- Annex-I: Terms of Reference
- Annex-II: Instructions to bidders: Procedure for Submission & Evaluation of Proposals
- Annex-III: Instructions to bidders: Format for Submission of Proposals
- Annex-IV: Draft Engagement Agreement
- Annex-V: General Conditions

Terms of Reference

For Hiring

Consultant for Providing Strategic Communications & Media Consulting Services

1. Objectives of the Assignment

P3A aims to formulate and implement a comprehensive communications strategy that would enable P3A to establish and project its brand identity and disseminate relevant and timely information to its key stakeholder groups, keeping them abreast with P3A's current and potential activities/projects/ opportunities. P3A aims to increase its outreach and promote its image as a future-oriented, innovative enterprise at the nexus of the public and private to audience both within and outside Pakistan.

2. Scope of the Assignment/ Terms of Reference (TORs)

The Consultant shall be responsible for providing all necessary services that are essential to meet the communication objectives of P3A including (hereinafter collectively and individually referred to as the "Assignment"), but not limited to the following:

- a. Conduct a targeted assessment of P3A's current strategic communication efforts. The assessment should also include a gauging of public/market perception of P3A's brand and mandate awareness, keeping in mind P3A's key stakeholder groups, as well as P3A's existing utilization of various media channels (focusing on digital), including its website. Identify key areas of improvement and devise recommendations based on this assessment.
- b. Based on the targeted assessment in (a) as well as best practices, formulate and assist P3A in implementing a comprehensive and effective strategic communications strategy ('StratComm') that ties together P3A's brand persona, strategic communication's objectives, planned activities, targeted stakeholder groups, and primary channels of outreach and dissemination (digital being at the forefront). The StratComm will also include channel-specific plans and key messaging for marketing and outreach, particularly focusing on digital media. It will also include an implementation plan with milestones and key performance indicators (KPIs);
- c. As part of P3A's StratComm, develop key messaging for P3A, both for the institution as a whole as well as objective and channel-specific

- d. For P3A's digital presence in particular, support its build-out and revitalization, tracking relevant and pre-determined KPIs such as clicks, likes, shares, followership, mentions, comments, trending, etc.
- e. Develop P3A's internal policies, SOPs and guidelines for its Strategic Communications and PR function, based on P3A's specific needs as well as international best practices;
- f. Assist P3A in developing a network of electronic and print media organizations and individuals/personalities to meet strategic as well as regular communication requirements of the P3A;
- g. Assist P3A in development a knowledge network of key public and private sector players in the PPP space, industry captains, as well as domestic and international platforms, partners and fora. Support P3A in becoming an active player in that network, promote cross-border expertise and knowledge sharing, and attract domestic and international investors through identification of potential PPP opportunities;
- h. Assist P3A planning and executing key activities and events related to strategic communications which will include (but not be limited) to workshops, seminars, conferences, road shows, etc. with diverse respective objectives that may include brand-building, promoting P3A's key achievements, technical expertise sharing, knowledge-building, networking and collaboration, investor attraction, etc.;
- i. Develop and curate channel-specific content on topics relevant to P3A as needed. For pre-developed content, provide support for improving content for editorials, press releases etc. both before the event and afterwards. Assist P3A in getting such content advertised/published in the prominent media outlets/channels;
- j. For key PPP transactions in particular, devise appropriate pre and post publicity plan and support content development for the same;
- k. Support P3A in refreshing and uplifting its website and its search-ability to maximize digital footfall; support P3A in curating, developing and building-out its digital knowledge hub which would serve as online repository for all PPP-related content and intellectual capital

such as white papers, technical notes, opinion pieces, studies, data and statistics, analysis, etc.;

- l. Support P3A in the development of its periodic newsletter and annual reports;
- m. Support P3A in developing **and managing an online archive/library of its strategic communication and marketing assets**; assist P3A in taking adequate measures to respond to and manage media reports and feedback;
- n. Interact, or facilitate interaction, with various media outlets, issues press releases and organize press conferences, media moots, etc. as needed.
- o. On an ongoing basis, assist P3A in positively portraying P3As' image, promoting P3A's mandate as well as Pakistan's PPP market, maintaining ongoing communication with its key domestic and international audience. And keeping abreast with relevant public and private sector industry players with the latest infrastructure trends, updates and opportunities;
- p. On an ongoing basis, advise P3A in adoption of global best practices and standards in its strategy communication and PR practice; and
- q. On an ongoing basis; facilitate knowledge transfer and on-the-job learning for P3A's own strategic communication and PR related staff.

3. Duration of the Assignment

The duration of the Assignment shall initially be for a period of 6 months from the date of entering into the Engagement Agreement by P3A with the Consultant. The duration of the Assignment may be extended for another period of 6 months on P3A's sole discretion without changing any terms and conditions, subject to satisfactory performance by the Consultant.

Annex-II: Instruction to bidders - Procedure for Submission & Evaluation of Proposals

**Instructions to Bidders - Procedure for Submission
& Evaluation of the Proposals**

For Hiring

**Consultant for Providing Strategic Communications
& Media Services**

1. Submission of Proposals

The Technical Proposal shall be submitted in triplicate (one original and two copies) and placed in a sealed envelope clearly marked as “Technical Proposal for Hiring Consultant for Providing Media/ Communications Services”. The procurement shall be undertaken in accordance with the Single State-Two Envelope basis.

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked “Financial Proposal for Hiring Consultant for Providing Media/ Communications Services”.

The bidders are requested to submit their Technical and Financial Proposals in separate sealed envelopes, enclosed in one larger sealed envelope addressed correctly and legibly, to Ms. Saba Siraj, Manager Communications & PR at 501, 5th Floor, Evacuee Trust Complex Building, Islamabad by 6th June 2022 latest by 1100 hours. Failure to deliver the Proposals as aforesaid shall mean immediate disqualification.

The Proposals shall be signed by a duly authorized representative and the Proposals should include a power of attorney/ letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals.

2. Bid Validity

The Bids received by P3A from the interested parties shall remain valid for a period of 60 days from the date of receipt of Proposals in accordance with the terms of this RFP. The parties shall not be allowed to change, alter or modify their technical or financial proposals during the Bid Validity Period. Unless extended by a party the Bid Validity Period at the request of P3A, the parties or any party may withdraw from the procurement process without any legal repercussions.

3. Evaluation of the Proposals

On expiry of the date of submission of the Proposals, the evaluation process will begin. The bidders shall be evaluated using ‘Quality and Cost Based Selection’ method whereby the bidder securing the highest weighted marks as per the prescribed Technical and Financial Criteria and if its proposal be responsive shall be declared as the successful bidder and the others bidders shall follow accordingly. Technical Proposal marks shall be given 80% weightage and Financial Proposal marks

shall be given 20% weightage. The bidder needs to secure at least 75marks in the Technical Proposal to be considered as an eligible bidder for the opening of its Financial Proposal. Accordingly, the date for opening of Financial Proposals shall be communicated to the eligible bidders only and the Financial Proposals of the non-eligible bidders shall be returned unopened.

4. Responsiveness conditions

The bidder's proposal shall be considered responsive only if it meets all of the following conditions and wherever possible they will be evidenced/ supported by the adequate documentary evidence:

- a. The bidder must be an artificial person (a registered firm, a registered Association of the Persons or a company registered with Securities & Exchange Commission of Pakistan);
- b. It must be on the Active Taxpayer List of the Federal Board of Revenue as of the date of submission of the Proposals;
- c. It must have at least five (05) years successful track record and experience of managing communications; increasing public outreach through establishing brand and knowledge management systems; video and graphic design, development & editing; proof-reading and copy-editing; and social media & content management;
- d. It must not be barred from doing business by any government agency or involved in any litigation with any government agency/ department;
- e. It must have an office located in Islamabad;
- f. It must be able to demonstrate experience of working with the clients operating in various socio-economic infrastructure development sectors and proven track-record of building relationships with the various stakeholders (including government, private sector investors, operators, advisors etc.);
- g. Excellent verbal and written communications skills and demonstrable experience of working with a wide array of stakeholders, including senior government officials, donor agencies, multi-lateral institutions, journalists, editors, policy-makers, regulators, consultants and academics;
- h. Excellent abilities in the use of Information & Communications Technology;
- i. Fluency in English and Urdu;
- j. Confirmation of availability of adequate resources for the Assignment to carry-out public relations, advertising and content development.

5. Technical Criteria

The following table presents the criteria for the evaluation of the Technical Proposal:

Technical Proposal		
Criteria	Sub-criteria	Marks
No. of similar assignments ¹	More than 8	25
	> 5 and up to 8	20
	> 3 and up to 5	15
	Up to 3	10
	< 3	0
No. of communication strategies developed and implemented	More than 8	20
	> 5 and up to 8	15
	> 3 and up to 5	10
	Up to 3	7
	< 3	0
Relevant experience years ²	More than 12	20
	From 10 to 12	15
	From 5 to 9	10
	<5	0
Team Profile	Communications/ Marketing Team Lead Qualification: MBA Marketing/Masters in Communication field or a related field or equivalent Experience: Overall experience of 10 years	5 5
	Communications/ Marketing Team – minimum 1 other member with the Team Lead Qualifications: MBA Marketing/Masters in Communication field or equivalent Experience: Overall experience of 5 years	 2.5 2.5

¹ Similar assignments mean the assignments previously undertaken by the bidder which included performance of the major activities as enlisted in the Scope of the Assignment/ TORs (Section 2 of Annex 1).

²In terms of clause (c), (f) and (g) of Section 3 of Annex-II

Technical Proposal		
Criteria	Sub-criteria	Marks
	Network Access: Demonstrable working relationships with individuals and firms in the Media Industry and other relevant stakeholders	5
Work Plan & Methodology	Bidder's understanding of the Assignment; approach towards undertaking the Assignment and step-by-step procedures/activities for completing the tasks	10
	Quality of the resources to be deployed complete the tasks, and Completeness of the tasks/ deliverables	5
Total		100

6. Financial Criteria

The bidder quoting the minimum total fees for the Assignment shall be given the maximum marks (100) and other bidders shall follow in accordance with the following formula:

Financial marks (Fm) for a particular bidder = $(100 / \text{financial quote for a particular bidder}) \times \text{Lowest quote}$

As aforesaid the successful bidder shall be the one securing the maximum weighted average marks as below:

Weighted average marks = $80\% \times \text{Technical Proposal marks} + 20\% \times \text{Fm}$

7. Contract Negotiations

The Engagement Agreement negotiations shall be conducted with the authorized representatives of the successful bidder only (the bidder having secured highest weighted marks and its proposal be responsive) and shall primarily focus on issues related to the work plan, deliverables and mechanism for payment and disbursements. There will be no change in Scope of the Assignment as described in specified in Annex-I. A copy of the document conferring authority in this regard shall be made available by the successful bidder to P3A prior to commencing the negotiations. In case the negotiations with the successful bidder are unsuccessful, negotiations with the authorized representatives of second successful bidder may be carried out so on and so forth.

P3A shall be under no obligation to select any of the firm/ consortium submitting the proposal, and has the right to cancel the procurement process at any time, without assigning any reason.

8. Payment to the Consultant

- a. The interested parties shall quote their fee of the Assignment for the whole duration of six (06) months on lump sum basis in accordance with the prescribed financial proposal (Annex-III) attached with this RFP;
- b. P3A shall pay the successful bidder (i.e., the Consultant) the consultancy fee after completion of each two months period, subject to satisfactory performance by the Consultant; and
- c. The Consultant shall raise the invoice after completion of every two months addressed to the “Chief Executive Officer” of P3A for payment, which payment shall be processed within 10 working days.

9. Payment of out-of-pocket expenses

The lump sum fee shall not include any out-of-pocket expenses. Any out-of-pocket expenses with respect to the delivery or conduct of Assignment or any part of Assignment shall be only paid to the Consultant, if such expenses are accorded prior approval of P3A.

10. Exclusion and Prohibitions

The Consultant shall be prohibited from using any of the proprietary information/confidential information without the express approval of P3A.

Annex–III: Instructions to bidders - Format for Technical & Financial Proposals

**Instructions to Bidders - Format for Technical &
Financial Proposals**

For Hiring

**Consultant for Providing Strategic Communications
& Media Services**

FROM:

TO:

Ms. Saba Siraj
Manager Communications & PR
P3A
Islamabad

Sir/Madam:

Subject: **Technical and Financial Proposals for Hiring Consultant for Providing Media/
Communications Services**

I/We [The Bidder] herewith enclose the sealed Technical Proposal (1 original and 2 copies) and sealed Financial Proposal (1 original) of my/our firm(s)/organization(s) for the captioned Assignment.

Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation _____

Address _____

1. Contents of the Technical Proposal

The Technical Proposal shall provide necessary general information of the bidder/ consortium; and a description regarding how the bidder is meeting each condition and criterion as given in Section-3 and Section-4 of the Annex-II; and how the bidder is technically qualified to undertake and complete the Assignment in a given timeframe. Besides, the bidder shall be required to demonstrate the following:

1.1 Relevant Experience and Experience of having undertaken similar assignments

The bidder shall give comprehensive explanation of its relevant experience and experience of having undertaken similar assignments in terms of Section-3 and Section-4 of the Annex-II.; the nature of the work performed in each assignment so undertaken; and the propositions which turned into the success stories.

1.2 Competence and Qualification of Team

The bidder shall showcase its team of experts capable of undertaking and completing the Assignment as per its Scope of the Assignment/ TORs and shall briefly mention their roles, responsibilities and qualifications. The bidder should attach Resumes of its team members along with an undertaking that they shall be available for the Assignment, as and when required, during the currency of the Assignment.

1.3 Work Plan and Methodology

The bidder shall present its indicative work plan/ methodology for undertaking the Assignment and present its understanding of the relevant issues and the PPP environment in Pakistan. In addition, the technical proposal should, at a minimum, will contain the following information:

- a. Bidder's and its non-lead associates' complete profile and other relevant information;
- b. Demonstration of bidder's capability and required relevant experience; and, number of clients and similar assignments undertaken, supported by the evidence, to effectively undertake the Assignment in accordance with the Scope of the Assignment/ TORs;
- c. Complete description of the work-methodology to undertake each task specified in the Scope of the Assignment/ TORs;
- d. Time-lines for undertaking the activities/ tasks envisaged under the Assignment;

- e. Qualification and experience of the staff proposed to be deployed for the Assignment;
- f. Indicative timeframe for presentation/ submission/ delivery of outcome/ deliverables;
- g. Brief profiles/ list of bidder's existing clients;
- h. A brief sketch of perception of the communication requirements of P3A and how the Consultant will add value and contribute towards achieving the overall objectives of the Assignment.

2. Format for Financial Proposal

In addition to the Technical Proposal, the bidders will be required to submit in a separately sealed envelope a Financial Proposal mentioning the total amount of fee to be charged for the Assignment in PKR (inclusive of any and all taxes and duties):

Total Consultancy Fee amount to be charged from P3A for the whole duration of Assignment	Amount in PKR (Inclusive of applicable taxes)

Note: For avoidance of doubt, P3A shall not be responsible for any taxes, charges, levies etc. arising from payments to the Consultant and the fee quoted by the bidder shall be inclusive of all the applicable taxes. The total fees shall be paid to the bidder subject to receipt of the approved invoices during the currency of the Assignment

Draft Engagement Agreement
For Hiring
Consultant for Providing Media/ Communications
Services

DRAFT ENGAGEMENT AGREEMENT

THIS AGREEMENT, (hereinafter together with the recitals and the annexes attached hereto called the, “Agreement”) is made on the ___ day of ___ 2022, between Public Private Partnership Authority through its Chief Executive Officer, a body corporate, established under the provisions of Public Private Partnership Authority Act, 2017 (as amended) (hereinafter called the “P3A”), which expression shall mean and include its successors, administrators and legal representatives, and _____, (hereinafter called the “Consultant”, which expression shall mean and include its successors, administrators and legal representatives.

WHEREAS

- (a) P3A wishes to appoint a specialized firm/team of specialists to act as the Consultant to the P3A to carry out the Services.
- (b) The Consultant, represents and covenants to the P3A that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Consultant recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- (a) “Agreement” means this Agreement between the P3A and the Consultant;
- (b) “Applicable Law” means the laws of Islamic Republic of Pakistan;
- (c) “Assignment” means delivery and performance of the Services and the activities identified in the attached Scope of the Assignment/ Terms of Reference attached as Annex-I to the Agreement, subject to the satisfaction of P3A;
- (d) “Consultant” is defined in the Preamble;

- (e) “Consultant Fee” means the total amount to be paid to the Consultant as specified in Annex-II of the Agreement;
- (f) “Effective Date” means the date on which this Agreement is signed between the Parties;
- (g) “End Date” means the completion of six months from the Effective Date, unless agreed otherwise in writing by the Parties;
- (h) “P3A” is defined in the preamble;
- (i) “Party” means the P3A or the Consultant, as the case may be, and the P3A and the Consultant shall collectively mean the “Parties”;
- (j) “Personnel” means persons hired/employed by the Consultant or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services;
- (k) “Unused”
- (l) “Unused”
- (m) “Services” means the work to be performed by the Consultant as and when required, pursuant to the RFP, Scope of the Assignment/ Terms of Reference attached as Annex-I to the Agreement for the purpose of the Assignment, or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement;
- (n) “Starting Date” means the date referred to in Clause 2.2;
- (o) “Sub-contractor” means any person or entity to be appointed by the Consultant to which the Consultant sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement; and
- (p) “Third Party” means any person or entity other than the P3A, the CONSULTANT or a Subcontractor.

1.2. Relation between the Parties

- (a) The Consultant shall act as Consultant to P3A for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Consultant; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.
- (b) The Consultant shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of P3A.

1.3. Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Consultant undertakes to comply with the Applicable Law during the performance of the Services and completion of the Assignment.

1.4. Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5. Notices

- 1.5.1.** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Consultant:

For P3A:

- 1.5.2.** Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6. Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

- (a) on behalf of P3A, by Chief Executive Officer; and
- (b) on behalf of the Consultant, by _____.

2.COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION ANDTERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2. Commencement of Services

The Consultant shall immediately commence carrying out the Services but not later than 3(three) days (“Starting Date”) after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Consultant before the End Date or as mutually agreed in writing by the Parties.

2.3. Expiration of Agreement

Subject to satisfactory completion of the Service this Agreement shall expire at the end of 6 (six) months from the Effective Date, unless terminated pursuant to Clause 2.7.

2.4. Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Consultant shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5. Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due

consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6. Suspension of Services

P3A may, by written notice of suspension to the Consultant, suspend the Services under this Agreement for a cumulative period not exceeding 30 (thirty) days.

2.7. Termination

2.7.1. Termination by P3A

The P3A may terminate this Agreement if the Consultant:

- (a) is in breach of its obligations under this Agreement and has not remedied the same within fifteen (15) days (or such longer period as the P3A may have subsequently approved in writing) of being called to do so by the P3A; OR
- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6; OR
- (d) is unable to perform or deliver the Assignment or part of any Assignment to the satisfaction of P3A.

In any event, the P3A may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Consultant), P3A shall be required to make payment to the Consultant in relation to fees and approved out of pocket expenses, which have been duly accrued or billed by the Consultant in accordance with this Agreement.

2.7.3 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.2. Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Consultant shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Consultant shall hand over to P3A all documents prepared directly by the Consultant or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Assignment on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Consultant.

3.OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Scope of the Assignment

The Consultant shall perform the Services and the Assignment in accordance with the terms and conditions of this Agreement.

3.1.2. Standard of Performance

The Consultant shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Consultant shall be under a duty of care and always act, in respect of any matter relating to this Agreement or to the Services and shall at all times support and safeguard P3A's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Consultant shall use its best efforts to ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Consultant.

3.2. Conflict of Interests

3.2.1. Consultant not to Benefit from Commissions or Discounts

The Consultant, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from P3A as per Clause 6 hereunder, and neither the Consultant nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount,

gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Consultant shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Consultant receive any such additional remuneration.

3.2.2. Prohibition of Conflicting Activities

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Consultant nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.

3.3. Confidentiality

The Consultant shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Assignment, the Services, this Agreement, or the P3A's business or operations (other than for the purposes of the Services) without the prior written consent of the P3A, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Consultant at the time of such disclosure to them.

3.4. Indemnification of the P3A by the Consultant

The Consultant shall indemnify and hold harmless P3A against all losses, claims, damages or liabilities to which P3A may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Consultant relating to the Services, provided that the Consultant shall not be liable for indirect or consequential losses or damages.

3.5. Indemnification of the Consultant by P3A

P3A shall indemnify the Consultant and hold it harmless against all losses, claims, damages or liabilities to which Consultant may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of P3A relating to this Agreement and the information to be provided to the Consultant in terms of this Agreement, provided that P3A shall not be liable for indirect or consequential losses or damages.

3.6. Consultant Actions requiring P3A's prior Approval

The CONSULTANT shall obtain P3A's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services;
- (ii) Termination of a subcontract for the non-performance of any part of the Services; and
- (iii) Incurring any out-of-pocket expenses.

Provided that approval accorded by the P3A hereunder shall not relieve the Consultant of their obligations under this Agreement.

3.7. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records regarding the Services, which records a duly authorized representative of the P3A shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Consultant.

4. CONSULTANT'S AND SUBCONTRACTORS' PERSONNEL

4.1. General

The Consultant shall employ and provide qualified and experienced Personnel to carry out the Services. P3A and the Consultant have agreed that the following senior Personnel shall form the core team:

The Assignment Team Leader, Mr. /Ms. _____, shall be on first call to the P3A throughout the period of the Assignment, subject only to personal holidays and personal emergencies, when Mr. /Ms. _____ shall be available in his/her place.

4.2. Approval of Personnel

All Personnel of the Consultant and the Subcontractors and any other personnel that may be employed during the course of the Assignment/Services may be subject to clearances where so required by P3A.

4.3. Removal and Replacement of Personnel

- (a) If, for any reason, it becomes necessary to replace any of the senior Personnel or any Subcontractor after the Effective Date, the Consultant shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae

or resume the Consultant shall submit to the P3A for review and approval and whom the P3A may if it so desires call for an interview at the cost and expense of the Consultant if P3A does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the P3A.

- (b) If the P3A (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by the P3A in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Consultant shall, at P3A's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to P3A subject to the same terms and conditions specified in Clause 4.3 (a).

5.OBLIGATIONS OF P3A

5.1. Assistance and Exemptions

The P3A shall use its best efforts, where such efforts are specifically requested stating the reasons for P3A assistance, to ensure that P3A issues to its officials, agents and representatives all such instructions as may be specified by the Consultant as being necessary or appropriate for the prompt and effective implementation of the Services.

6.PAYMENTS TO THE CONSULTANT

6.1. Currency of Payment

All payments to the Consultant for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2. Mode of Billing and Payment

Subject to the provision of the Services to the satisfaction of the P3A, payments in respect of the Services shall be made within 10 working days as has been stipulated in the RFP document of receipt of original invoices as follows:

- (a) All payments under this Agreement shall be made to the account of the Consultant as follows:

[Bank account details]

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

7.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9.

8. SETTLEMENT OF DISPUTES

8.1. Arbitration

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law.

8.2. Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1. Publicity

The Consultant shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Assignment and the Agreement shall be in consultation with, approved in writing in advance by P3A before release by the Consultant, its Subcontractors and Personnel.

9.2. Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3. Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4. Integral Part

The Proposal submitted by the Consultant and the RFP document (inclusive of all Annexes) shall form an integral part of this Agreement and in case of any discrepancy the terms of RFP shall prevail.

9.5. Originals

This Agreement is being executed in two originals, one each to be retained by the Consultant and P3A.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF P3A:

Chief Executive Officer

P3A

Page 32 of 38

FOR AND ON BEHALF OF THE CONSULTANT:

Authorized Representative

Witnesses:

Annex-A
(To be reproduced from the RFP)

Annex-B
(Payment of Fee)

The Consultant shall be paid the Consultancy Fee as under:

Fee amount to be charged from P3A for the Assignment	Amount in PKR

Notes:

- (a) For avoidance of doubt, P3A shall not be responsible for any taxes, charges, levies etc. arising from payments / reimbursements to the Consultant;
- (b) Costs incurred in the organization of educational, promotional and awareness-oriented seminars, symposiums, workshops, lectures at appropriate forums will be borne by the P3A; however, if the same are borne by the Consultant subject to prior approval of the P3A the costs will be reimbursed at actual upon the provision of original receipts;
- (c) Costs will not be incurred by the Consultant without P3A's approval and the same would be obtained on a competitive basis.

General Conditions

For Hiring

**Consultant for Strategic Communications & Media
Consulting Services**

1. A Monitoring Committee shall be formed by P3A to oversee/ supervise the work of the Consultant and to review the outcome/ deliverables of the Assignment achieved by the Consultant;
2. The bidder's proposal validity shall not be less than 60 days;
3. All the data, documents, contents and reports produced by/ shared with the Consultant shall be the property of P3A. The Consultant shall not share and use any data, documents, contents and reports for any other purpose and all the data prepared, shared by P3A and any other information shall be strictly treated as confidential information;
4. P3A will be nominating one Assignment Manager to liaise with the Consultant. The Assignment Manager will be responsible for providing technical inputs and information to the Consultant for the Assignment;
5. The TA shall begin this assignment immediately after the Engagement Agreement is signed.
6. P3A shall have the right at all times to:
 - a. Cancel the process for selection of the Consultant;
 - b. Vary any of the terms set out in the RFP or any of the Annexes thereto;
 - c. Reject any Proposal not delivered in the prescribed format and at the prescribed venue in the prescribed time;
 - d. Terminate the Engagement Agreement at its sole discretion and option any time by giving one week's prior notice.
7. The Consultant shall protect and defend unconditionally as well as indemnify and hold P3A, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. P3A makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in the RFP. In no case shall P3A be liable for contingent or consequential, special or indirect damages.

8. Any addendum issued by P3A subsequent to issuance of the RFP but prior to the last date of submission of the proposals will become part and parcel of the RFP. All such addenda and clarifications relating to the RFP will be posted on the P3A's website. It is the responsibility of the potential bidders to ensure accounting for any adjustments to be made in their proposals for any such addenda / clarifications issued.