



# PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LTD

## Invitation to Bids – Tender for Hiring of Third-Party Monitoring & Validation Firm for Wheat Sale (500,000 MT)

Activity Ref. No.	:	PASSCO/Procurement/RFP/02/2025			
Method	:	Quality and Cost Based Selection (QCBS)			
Bidding Procedure	:	Single Stage Two Envelope Procedure			
Date & Time for Submission of Proposals	:	Date:	09.01.2026	Time:	1400 Hours
Date & Time for Opening of Proposals	:	Date:	09.01.2026	Time:	1430 Hours

PASSCO invites electronic proposals from eligible Consulting Firms/Companies/JVs registered with the Income Tax and Sales Tax authorities and relevant Provincial Revenue Authority, appearing on the Active Taxpayers List (ATL) of the Federal Board of Revenue (FBR), for the procurement of consultancy services to conduct **Third-Party Monitoring and Validation of Wheat Sale (500,000 MT)**. The procurement shall be conducted in accordance with Regulation 3(b) of the Procurement of Consultancy Services Regulations, 2010, using the **Quality and Cost Based Selection (QCBS)** method. **Single Stage Two Envelope** procedure will be used for Open Competitive Bidding.

The electronic proposals, prepared in accordance with the instructions provided in the RFP Documents, must be submitted by using E-PADS **on or before 09 January, 2026 at 1400 HRS** which shall be opened on the same day **at 1430 HRS** in the presence of representatives of consultants who may choose to be present. Manual Bids shall not be accepted. Bid Security of **Rs. 1,000,000/-** will be required to be submitted along with the Technical Proposal in the shape of Pay Order / Demand Draft /Cashier's or Bankers Cheque in favor of PASSCO by any scheduled bank in Pakistan. **Personal Cheque, Call Deposit Receipt (CDR) or Security Deposit Receipt (SDR) will not be accepted and bid shall be rejected.**

The Bidding process shall be conducted in line with the procedures set forth in the Public Procurement Rules and other relevant Regulations/Guidelines. The RFP is open for all prospective Consultants fulfilling the eligibility and qualification criteria given in the **RFP Document**. The Request for Proposals (RFP) Documents containing a detailed description of the assignment and other Terms & Conditions etc. are available on E-PADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).

A Pre-Bid Meeting shall take place on the date, time and place as follows:

Date:	31.12.2025
Time:	1230 HRS
Address:	PASSCO Head Office, 11 Kashmir Road, Lahore

Attendance at the Pre-Bid Meeting is optional. Any clarification issued shall be displayed on E-PADS. RFP can be viewed on the PPRA, PASSCO and E-PADS websites for information purposes only. However, purchase of the RFP on payment of Rs. 5,000/- (Non-refundable) in cash from Manager Cash, PASSCO Head Office, Lahore (Phone No. 042-99201461 Ext. 1319) is mandatory for participation in the bidding process. Proof of purchase shall be submitted along with the Application.

**General Manager (Commercial)**  
**PASSCO Head Office, 11 Kashmir Road, Lahore**  
**Phone No: 042-99201466**

# **REQUEST FOR PROPOSAL**

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## **Hiring of Consultancy Services**

**(Single Stage Two Envelope Procedure)**

### **HIRING OF THIRD-PARTY MONITORING & VALIDATION FIRM FOR WHEAT SALE (500,000 MT)**



**Pakistan Agricultural Storage and Services Corporation Limited  
(PASSCO)**

**24th December, 2025**

## **SUMMARY DESCRIPTION**

### **STANDARD REQUEST FOR PROPOSALS**

#### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

##### **Section 1: Invitation for Proposal (IFP)**

The attached template is the Invitation for Proposal for eligible Consultants willing to submit a proposal for a consulting assignment.

##### **Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates that Full Technical Proposal (FTP) shall be used.

##### **Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP that are to be completed by the consultants and submitted in accordance with the requirements of Section 2.

##### **Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

##### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section 6: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

#### **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

##### **Section 7: Standard Forms of Contract**

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

# **SELECTION OF CONSULTANTS**

## **REQUEST FOR PROPOSALS**

RFP No.: [PASSCO/PROCUREMENT/RFP/02/2025]

### **Selection of Consulting Services for:**

Third-Party Monitoring & Validation Firm for Wheat Sale (500,000 MT)

### **Procuring Agency: PASSCO**

### **Project or Procurement:**

Hiring of Third-Party Monitoring & Validation Firm for Wheat Sale (500,000 MT)

**Issued on: 24<sup>th</sup> December 2025**

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**PART I**  
**Section I. Request for Proposal**  
**[PASSCO]**



**Proposal No: [PASSCO/PROCUREMENT/RFP/02/2025]**

**for**

**Hiring of Third-Party Monitoring & Validation Firm for Wheat Sale (500,000 MT)**

**Date: 24<sup>th</sup> December 2025**

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in PPRA, EPADS, PASSCO Websites & Countrywide Newspapers dated 24-12-2025
2. The **PASSCO** now invites proposals to provide the following consultancy services:  
**Hiring of Third-Party Monitoring & Validation Firm for Wheat Sale (500,000 MT).**  
More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. A firm will be selected under Quality and Cost based method (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP)] - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 - Terms of Reference

Section 7 - Standard Forms of Contract (*Lump Sum Based Contract*)

6. Please submit your proposal on the websites of EPADS: [www.eprocure.gov.pk](http://www.eprocure.gov.pk) as per date & time in the advertisement published on 24.12.2025.

Yours sincerely,

General Manager (Commercial)  
PASSCO Head Office, 11 Kashmir Road, Lahore

**Section II. Instructions to Consultants and Data Sheet**  
**A. General Provisions**

<b>1. Definitions</b>	<p>1.1 Definition</p> <ul style="list-style-type: none"> <li>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li> <li>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</li> <li>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the PASSCO under the Contract.</li> <li>d) “Contract” means a legally binding written agreement signed between the PASSCO and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Annexes).</li> <li>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li> <li>f) “Day” means a calendar day.</li> <li>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> <li>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the PASSCO for the performance of the Contract.</li> <li>i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</li> <li>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</li> <li>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the PASSCO to the Consultants.</li> <li>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is</li> </ul>
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	<p>assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the PASSCO for the selection of consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the PASSCO as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the PASSCO during the performance of the Contract.</p> <p>r) “TORs” (this Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the PASSCO and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a consultant through open advertisement in accordance with the method of selection <b>specified in the Data Sheet</b>.</p> <p>2.2 The Bid Document can be accessed on the websites listed in the Data Sheet and can be purchased from the specified address upon payment of the fee indicated in the Data Sheet.</p> <p>2.3 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p> <p>2.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.5 The PASSCO will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the PASSCO’s interest</p>

	<p>paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the PASSCO any situation of actual or potential conflict that impacts its capacity to serve the best interest of PASSCO. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the PASSCO to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the PASSCO's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the PASSCO, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that

	<p>end, PASSCO shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p><b>5. Corrupt and Fraudulent Practices</b></p>	<p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit PASSCO to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PASSCO.</p>
<p><b>6. Participants</b></p>	<p>6.1 The PASSCO permits consultant i.e. firms, including Joint Ventures, at national level, to offer consulting services for the project.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements <b>specified in Data Sheet</b>.</p> <p>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p><b>a. Sanctions</b></p>	<p>6.3 A firm declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine.</p> <p>6.3.1 The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p>
<p><b>b. Prohibitions</b></p>	<p>6.4 Firms of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p>
<p><b>c. Restrictions for public employees</b></p>	<p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at</p>

	<p>least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>7.2 Consultant may be considered ineligible on noncompliance of criteria as <b>specified in Data Sheet.</b></p>
<b>8. Cost of Preparation of Proposal</b>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PASSCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. PASSCO is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<b>9. Language</b>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the PASSCO, shall be written in the language(s) specified <b>in the Data Sheet.</b></p>
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet.</b></p> <p>10.2 If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>
<b>11. Only One Proposal</b>	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> and subject to regulatory instructions, if any.</p>
<b>12. Proposal Validity</b>	<p>12.1 Proposals shall remain valid for the period specified in the Data</p>

	<p>Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security specified in <b>Data sheet</b> or bid/ Proposal Security as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p><b>a. Extension of Validity Period</b></p>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the PASSCO) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/ Proposal Security shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the PASSCO together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PASSCO, such Proposal will be rejected.</p>
<p><b>c. Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract the whole or any part of</p>

	the Services.
	12.10 The Proposal Security is required to protect the PASSCO against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
	12.11 Any Proposal not accompanied by a Proposal Security shall be rejected by the PASSCO as non-responsive.
	12.12 The Proposal Security of a joint venture must be in the name of the joint venture submitting the Proposal.
	12.13 The successful Consultant's Proposal Security will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security as specified in <b>Data Sheet</b> .
	12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the PASSCO for the period of time: <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in <b>ITC 12.6</b> or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the PASSCO's address indicated in the <b>Data Sheet</b>. The PASSCO will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the PASSCO deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> <li>i. At any time before the proposal submission deadline, the PASSCO may amend the RFP by issuing an amendment in writing or by standard electronic means. If the amendment is substantial, the PASSCO may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</li> </ul> <p>13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the</p>

	deadline.
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. The Procuring Agency may indicate in the <b>Data Sheet</b> the estimated Key Experts’ time input (expressed in person-month) or the Procuring Agency estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</li> <li>ii. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</li> <li>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</li> </ul>
<b>15. Technical Proposal Format and Content</b>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment.
<b>a. Taxes</b>	16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the PASSCO’s country is provided in the Data Sheet.
<b>b. Currency of Proposal</b>	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
<b>c. Currency of Payment</b>	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission,</b>	17.1 The Consultant shall submit a signed and complete Proposal

<p><b>Sealing, and Marking of Proposals</b></p>	<p>comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can only be made through EPADS whereas Bids submitted manually shall stand rejected.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The Proposal or its modifications must be submitted through EPADS no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the PASSCO after the deadline shall be declared late and rejected.</p> <p>17.5 A Consultant may withdraw its Proposal after it has been submitted on EPADS, prior to the deadline for submission of Proposal. Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.6 The Consultant cannot WITHDRAW its proposal after opening of Bids, if he do so, his bid security will be forfeited.</p>
<p><b>Withdrawal of bids</b></p>	
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the PASSCO on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the PASSCO in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a consultant wishes to contact the Procurement</p>

		Evaluation Committee or the PASSCO on any matter related to the selection process, it should do so only in writing.
<b>19. Opening of Proposal (Technical Proposals)</b>	19.1	The PASSCO will open all Proposal, in public, in the presence of consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Consultant's representatives present shall sign a register as proof of their attendance.
	19.2	The PASSCO's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b> ). The opening date, time and the address are stated in the <b>Data Sheet</b> . The Financial Proposal shall remain unopened until the declaration of result of technical evaluation.
	19.3	At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members.
<b>20. Proposals Evaluation</b>	20.1	Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
	20.2	The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the PASSCO will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
<b>21. Evaluation of Technical Proposals</b>	21.1	The PASSCO's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .
<b>22. Financial Proposals</b>	22.1	Financial Proposal will be submitted as QCBS Method
<b>23. Public Opening of Financial Proposals (QCBS, method)</b>	23.1	After the technical evaluation is completed, the PASSCO shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened. The PASSCO shall notify in writing those Consultants that have achieved the minimum overall technical

	<p>score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the PASSCO's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p>
<b>24. Correction of Errors</b>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>24.2 Condition are <b>specified in Data Sheet</b></p>
<b>25. Taxes</b>	<p>25.1 The Consultant is subject all applicable taxes and duties (including stamp duty) on amounts payable by the PASSCO under the Contract. PASSCO will state in the Data Sheet if the Consultant is subject to payment of any additional taxes.</p>
<b>26. Conversion to Single Currency</b>	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b>.</p>
<b>27. Combined Quality and Cost Evaluation</b>	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	<p>28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The PASSCO shall prepare minutes of negotiations that are signed by the PASSCO and the Consultant's authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the PASSCO proceeding to negotiate the Contract with the next-ranked Consultant.</p>

	<p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the PASSCO's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<b>c. Financial Negotiations</b>	<p>28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.</p>
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the PASSCO and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the PASSCO shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the PASSCO shall terminate the negotiations informing the Consultant of the reasons for doing so; and the PASSCO will invite the next-ranked Consultant to negotiate a Contract. Once the PASSCO commences negotiations with the next-ranked Consultant, the PASSCO shall not reopen the earlier negotiations.</p>
<b>30. Award of Contract</b>	<p>30.1 Subject to ITC 29, the PASSCO will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITC 6;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul> <p>30.2 Expected date for the commencement of the Services is indicated in the Data Sheet.</p>
<b>31. Execution of Contract</b>	<p>31.1 Contract agreement will be executed as per standard format of contract available at PPRA website (Federal) and as per</p>

<b>Agreement</b>	requirement of PASSCO.
<b>32. Grievance Redressal Mechanism</b>	<p>32.1 PASSCO shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>32.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>32.3 Any Bidder feeling aggrieved by any act of the PASSCO after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>32.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>32.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.</p> <p>32.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>32.7 Any bidder or the PASSCO not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>32.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.</p> <p>32.9 The committee shall call the record from the concerned PASSCO or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>32.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>32.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee.</p>

	The decision of the committee shall be final.
<b>33. Mechanism of Blacklisting</b>	<p>33.1 The PASSCO shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and Fails to</li> <li>iii. abide by the bid securing declaration;</li> </ul> <p>33.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the PASSCO proposes to debar the bidder or contractor from participating in any public procurement of the PASSCO; and (c) the statement, if needed, about the intention of the PASSCO to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>33.3 The PASSCO shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>33.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the PASSCO may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the PASSCO shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>33.5 In case the bidder or contractor submits written reply of the show cause notice, the PASSCO may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>33.6 The PASSCO shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the PASSCO for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>33.7 The PASSCO shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an</p>

	<p>eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>33.8 The PASSCO shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>33.9 Such blacklisting or barring action shall be communicated by the PASSCO to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the PASSCO.</p> <p>33.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>33.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the PASSCO. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>33.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
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## Section II. Proposal Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Procuring Agency:</b> PASSCO Head Office, 11 Kashmir Road, Lahore</p> <p><b>Method of selection</b> : Quality &amp; Cost Based Selection (QCBS)</p>
<b>2.2</b>	Bid document can be viewed from PPRA / EPADS, PASSCO website and can be purchased on cash payment of Rs. 5,000/- from Manager Cash, PASSCO, HO, Lahore 042-99201461 Ext 1319
<b>2.3</b>	Technical and Financial Proposal is to be submitted on EPADS in separate envelope as per the Single Stage Two Envelope Bidding Procedure. The name of the assignment is <b>Hiring of Third-Party Monitoring &amp; Validation Firm for Wheat Sale (500,000 MT)</b>
<b>2.4</b>	<p>A pre-bid conference/meeting will be held: Yes</p> <p>Date of pre-bid conference/meeting: 31.12.2025</p> <p>Time: 1230 Hrs</p> <p>Address: PASSCO Head Office, 11 Kashmir Road, Lahore</p> <p>Telephone: <u>042-99201466</u></p> <p>E-mail: <a href="mailto:gm.comm@passco.gov.pk">gm.comm@passco.gov.pk</a></p>
<b>2.5</b>	<p>Contact person/ coordinator: GM (Commercial), PASSCO will provide all the support to the Consultant in carrying out the tasks:</p> <p>a) Access to the records related to fulfillment of responsibilities</p> <p>b) Availability of office space equipped with internet access and telephone facility required to the Consultant for completion of the assignment as per governing laws.</p>
<b>4.1</b>	All the requisite details, lists or any relevant information has been included in this RFP and has been made available to all the prospective consultants which will be available on EPADS and can also be downloaded from the website of PPRA and the website of PASSCO.
<b>6.3.1</b>	<p><b>A list of debarred firms and individuals is available at the PPRA website:</b></p> <p><a href="https://ppra.gov.pk/">https://ppra.gov.pk/</a> &amp; EPADS <a href="http://www.eprocure.gov.pk">www.eprocure.gov.pk</a></p>
<b>7.2</b>	<p>A Consultant may be considered ineligible if: -</p> <p>a) Declared bankrupt or insolvent.</p> <p>b) Any Legal proceedings pending against the Consultant</p>

	<ul style="list-style-type: none"> <li>c) Found convicted by any court of law/ institution.</li> <li>d) Has been blacklisted or debarred due to involvement in corrupt and fraudulent practices or performance failure or breach of bid securing declaration</li> <li>e) Is not registered with all relevant taxation departments and registration authorities.</li> <li>f) Has failed to provide detailed correspondence address and presence at Lahore.</li> <li>g) Has not attached authority letter.</li> <li>h) Has not attached certificate on company’s letterhead that the Consultant would provide services as referred in “scope of work” section.</li> <li>i) Has not attached any or all undertakings as per Annexures A, B, C, D, E, F, G, H &amp; I.</li> </ul>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	The language to be used in all bid documents and correspondence will be “English”
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>A. 1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>1) Power of Attorney to sign the Proposal</li> <li>2) TECH-1</li> <li>3) TECH-2</li> <li>4) TECH-3</li> <li>5) TECH-4</li> <li>6) TECH-5</li> <li>7) TECH-6</li> </ul> <p><b>B. 2<sup>nd</sup> Inner Envelop with the Financial Proposal</b></p> <ul style="list-style-type: none"> <li>1) FIN-1</li> <li>2) FIN-2</li> <li>3) FIN-3</li> <li>4) FIN-4</li> </ul>
<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>

12.1	Proposals shall be valid for 120 days, from bid submission deadline. Bid Security will be <b>Rs. 1,000,000/-</b> in shape of Pay Order/ Demand Draft/Cashier's/Banker's cheque, issued by any scheduled Bank in Pakistan in favour of PASSCO Head Office, Lahore.
12.13	Performance Security will be 5% of the total contract value.
13.1	Clarifications may be sought through EPADS, 05 days prior to the submission deadline. The contact information for requesting clarifications is: GM (Commercial) E-mail: gm.comm@passco.gov.pk Ph: 042-99201466
14.1	The Consultant Proposal must include minimum Key experts time input of 4 Months
15.2	The Technical Proposal shall be prepared and submitted in the form of a Full Technical Proposal (FTP), in accordance with the instructions provided in this RFP under PPRA Rules. Submission of the Technical Proposal in any other format, or in deviation from the prescribed requirements, may render the Proposal non-responsive.
16.1	As per Financial Forms
16.2	The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on the Consultant's tax obligations can be found on: <a href="https://fbr.gov.pk/">https://fbr.gov.pk/</a> and websites of relevant revenue authorities.
16.3 16.4	The Financial Proposal shall be submitted in <b>Pak Rupees (Inclusive of all taxes, stamp duties etc.)</b> .
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Consultants shall submit Proposals through EPADS
17.5	The Proposals must be submitted not later than: Date: 09.01.2026 Time: 1400 Hrs The Proposal submission is through EPADS only.
19.2	<b>An online option of the opening of the Technical Proposals is offered: Yes</b>  <b>The opening shall take place through EPADS at: PASSCO Head Office, 11 Kashmir Road, Lahore</b>

	<p><b>Date of opening:</b> 09.01.2026  <b>Time:</b> 1430 Hrs</p>
19.3	<p><b>In addition, the following information will be read out at the opening of the Technical Proposals:</b>  The name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members.</p>
21.1	<p><b>Eligibility Criteria:</b>  The Proposals which meet the following pre-requisites would be declared eligible for further technical evaluation. Requisite documents must be attached in respect thereof. Consultant must provide the under mentioned documents:</p> <ol style="list-style-type: none"> <li>a) Application/ Letter of Intent for participation in tendering process and showing willingness to provide Consultancy Services;</li> <li>b) Copies of Income Tax/ Sales Tax and relevant Revenue Authority Registrations;</li> <li>c) Certificate of Registration of the Company/ Firm and if in case of JV, valid Agreement;</li> <li>d) Consultant to provide the last three (03) years audited annual statements duly signed by any Chartered Accountants firm;</li> <li>e) Office details of at least one registered office in Lahore with Phone numbers/ address;</li> <li>f) Declaration on stamp paper regarding Non-Blacklisting as per application form template <b>(Annex-A)</b></li> <li>g) Declaration on stamp paper regarding non provision of substandard / poor quality services as per application form template <b>(Annex-B)</b></li> <li>h) Declaration on stamp paper regarding non-litigation history (conviction) with PASSCO, if any, as per application form template <b>(Annex-C)</b></li> <li>i) Declaration on stamp paper regarding power of attorney.</li> <li>j) Declaration on stamp paper regarding Conflict of Interest as per template <b>(Annex-D)</b></li> <li>k) Declaration on stamp paper regarding non-collusion certificate as per template <b>(Annex-E)</b></li> <li>l) Declaration on stamp paper regarding Data confidentiality undertaking as per template <b>(Annex-F)</b></li> <li>m) Declaration on stamp paper regarding no association with potential wheat buyers (to avoid conflict) as per template <b>(Annex-G)</b></li> <li>n) Declaration on stamp paper regarding correctness of data/ information submitted <b>(Annex-H)</b></li> <li>o) Integrity pact on stamp paper as per template <b>(Annex-I)</b></li> <li>p) Consultant must be included on Active Tax payers Lists of Income Tax and Sales Tax.</li> <li>q) Original “Cash Receipt” issued by PASSCO as proof of purchase of the RFP Document.</li> <li>r) Bid Security @ Rs.1,000,000/- in the form of Pay Order/Demand</li> </ol>

Draft/Cashier/ Bankers cheque, issued by any scheduled Bank in Pakistan in favor of PASSCO.

**Evaluation Criteria**

Evaluation will be based on Consultant’s meeting the following qualification criteria regarding their financial health, experience, quality of its personnel capabilities and other relevant information as enumerated by the Consultant’s response to this RFP. In case of JV, partners will be evaluated cumulatively.

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals is as follows:

<b>Evaluation Criteria</b>	<b>Maximum Marks</b>
Company Profile	30
Team of Experts	50
Approach & Methodology	20
<b>Total Marks</b>	<b>100</b>

*\*Aggregate marks obtained less than 65 will lead to technical disqualification of the firm. Furthermore, marks obtained less than 50% against each evaluation criteria and sub criteria will also lead to technical disqualification of the firm. Firms will be ranked on the basis of their obtained marks. Moreover, if two technically qualified firms obtain same total marks then the firm with highest marks in technical evaluation will be considered as more advantageous. For final selection of the firm, 80:20 formula will be used, where 80 percent weightage will be given to technical scores and 20 percent weightage will be given to financial scores.*

**1. Company Profile – 30 Marks**

Points will be calculated as per following criteria:

<b>Sr.No.</b>	<b>Description</b>	<b>Points</b>
i.	Number of similar assignments completed in last 10 years	40
ii.	Value of similar assignments completed in last 10 years	40
iii.	Financial Capability	20
	<b>Total A<sub>1</sub></b>	<b>100</b>

**i. Number of Similar Assignments (40 Points)**

<b>Number of Projects</b>	<b>Weightage</b>	<b>Points</b>
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5	100%	40
4	85%	34
3	70%	28
2	55%	22
1	40%	16

**ii. Value of Similar Assignments (40 Points) (each assignment  $\geq$  Rs. 100 million)**

Number of Projects	Weightage	Points
5	100%	40
4	85%	34
3	70%	28
2	55%	22
1	40%	16

**iii. Financial Capability 20 Points**

Financial Capability will be calculated as follows:

Sr.No.	Description	Points
i.	Average Turnover of last 3 years (supported by the audited annual statements)	10
ii.	Current Ratio	10

**i. Average Turnover of last 3 years (supported by the audited annual statements) (10 Points)**

Turnover	Weightage	Points
$\geq$ Rs. 300 million	100%	10
> Rs. 200 million to Rs. 300 million	85%	8.5
>Rs. 100 million to Rs. 200 million	70%	7

**ii. Current Ratio (10 Points)**

Current ratio	Weightage	Points
$\geq 1$	100%	10
<1	0%	0

**2. Team of Experts – 50 Marks**

	Name of Expert	Points
i.	Team Lead	20
ii.	Legal Expert	20

iii.	Financial Expert	20
iv.	Supply Chain Expert	20
v.	IT Expert	10
vi.	Field Staff	10
<b>Total A<sub>2</sub></b>		<b>100</b>

The points will be assigned to each of the above positions (except sr. vi) considering the following criteria:

S#	Description	Weightage
i.	Education and qualifications	30 %
ii.	Relevant Experience	70 %

The number of points to be assigned in discipline at sr. vi, shall be determined considering the following criteria:

Field Staff	Weightage	Points
Above 50 field staff	100%	10
31 to 50 field staff	85%	8.5
At least 30 field Staff	70%	7

**Note:** The consultants will provide information/ CVs as per prescribed format in RFP for all members of Sector Team. It is the responsibility of consultant to write proper position name on each CV as mentioned above for marking purpose. The CVs other than prescribed format will not be considered. Marks will be awarded after fulfilling the minimum qualification criteria and experience as mentioned under the heading Qualification of Key Staff.

### 3. Approach and Methodology – 20 Marks

S#	Description	Weightage	Points
i.	Understanding & Innovativeness	40%	8
ii.	Methodology & Work plan	60%	12
<b>Total A<sub>3</sub></b>		<b>100%</b>	<b>20</b>

<b>Technical Score</b>	<b><math>\frac{A_1[30]}{100}</math></b>	<b><math>\frac{A_2[50]}{100}</math></b>	<b><math>\frac{A_3[20]}{100}</math></b>
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The minimum qualifying technical score (St) marks will be **65** marks.

23.1

**An online option of the opening of the Financial Proposals is offered: Yes**  
**The opening shall take place through EPADS at: PASSCO Head Office, 11 Kashmir Road, Lahore**

24.1

i. To assist in the examination, evaluation and comparison of the bids, the committee at its discretion may ask the Consultant for a clarification of its submitted documents. The request for clarification and the response shall

	<p>be in writing and no change in the price / rate or substance of the proposal shall be sought, offered or permitted.</p> <p>ii. Arithmetical errors will be rectified on the following basis: -</p> <p>a) If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.</p> <p>b) If the Consultant does not accept the corrected amount of bid, his proposal will be rejected.</p>
25.1	Consultant's Financial Proposal shall include all applicable taxes and duties in accordance with the prevailing Laws, Rules, and Regulations.
26.1	Financial Proposal shall be stated in the currency: Pak Rupee
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80%/weight, and</b>  <b>P = 20%/weight</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<b>D. Negotiations and Award</b>	
28.1	Date to be announced later
30.1	The publication of the contract award information, following the completion of the contract negotiations and contract signing will be done within 05 working days after the finalization of negotiation through EPADS.
30.2	Expected date for the commencement of the Services: <b>within a week after signing of contract</b>

### Section III. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√”	“If applicable”	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√”	“If applicable”	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PASSCO.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

## Form TECH-1

### Technical Proposal Submission Form

---

{Location, Date}

---

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the PASSCO.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the*

Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency./

- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the PASSCO is not bound to accept any Proposal that the PASSCO receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B - Consultant’s Experience**

---

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Procuring Agency &amp; Country of Assignment</b>	<b>Approx. Contract value (in PKR equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–	{e.g., “Improvement quality of.....”:	{e.g., Ministry of ....., country}	{e.g., PKR 1 mill/PKR 0.5	{e.g., Lead partner in a JV

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Procuring Agency &amp; Country of Assignment</b>	<b>Approx. Contract value (in PKR equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
Apr.2010}	designed master plan for rationalization of .....; }		mill}	A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}

**Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks *Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high*: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**Form TECH-5 (FOR FTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-.)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Procuring Agency}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**Form TECH-6 (FOR FTP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
n															
											<b>Subtotal</b>				
<b>NON-KEY</b>															
N-1			[Home]												
			[Field]												
n															
											<b>Subtotal</b>				
											<b>Total</b>				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

---

Name of Expert  
Date

Signature

{day/month/year}

---

Name of authorized  
Date  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

#### **Section IV. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**FORM FIN-1**  
**Financial Proposal Submission Form**

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{Location, Date}

To: [Name and address of Procuring Agency]

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until [insert day, month and year in accordance with ITC 12.1].

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

---

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursable				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b><u>Total Estimate for Indirect Local Tax:</u></b>				

**Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).**

### FORM FIN-3 BREAKDOWN of Remuneration

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Procuring Agency's Country									
				_____					
				_____					

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN-4 BREAKDOWN of Reimbursable Expenses

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Agency's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

### **1. Section V. Eligible Countries**

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

## **Section VI. Terms of Reference - TORs**

### **1. Introduction:**

#### **Background:**

PASSCO is working under the administrative control of Government of Pakistan, dealing with procurement and storage of food grains mainly wheat throughout the country. Currently it holds strategic reserves of wheat stocks (indigenous and imported) at National level.

PASSCO intends to sale wheat stocks through a transparent, competitive and PPRA-compliant process. PASSCO has prepared detailed Terms of Reference (TORs) for selection of prospective consultant. To enhance transparency, governance and compliance with Public Procurement Rules (PPRA), PASSCO Standard Operating Procedures (SOPs) and Government instructions, PASSCO intends to engage a qualified and independent Third-Party Monitoring and Validation (TPM&V) Firm to monitor and validate the entire wheat sale process to be referred as consultant.

### **2. Objective:**

The objective of this assignment is to engage a reputable TPM&V Firm/ Company/JV which should be financially sound, independent and competent to:

- i. Monitor and Validate processes of Pre-Qualification, bidding, evaluation and Contract Award in light of PPRA Rules
- ii. Monitor and Validate quantities, lifting, logistics and sale operations
- iii. Provide independent assurance on transparency, fairness and compliance
- iv. Identify gaps and risks, if any, and recommend corrective measure

### **3. Scope of Services**

The TPM&V firm shall perform, inter alia, the following tasks:

#### **3.1 Review of Documents**

- Review Pre-Qualification process and bidding documents for primary & secondary sale process
- Review contracts, award letters and related approvals

### **3.2 Monitoring and Validation of Bidding & Contract Award Process**

- Monitoring and Validation of Pre-Qualification process
- Monitoring and Validation of issuance of bidding documents and advertisements
- Monitoring and Validation of bid submission, opening and evaluation procedures
- Monitoring and Validation of bid evaluation reports and approval processes
- Monitoring and Validation of Contract Award procedure till final receipt of payment from prospective bidders.

### **3.3 Monitoring and Validation of Sale & Lifting Operations**

- Monitoring and Validation of quantities allocated and being sold
- Monitoring and Validation of lifting schedules, logistic arrangements and timelines
- Monitoring and Validation of weighment and dispatch processes and reconciliation thereof.
- Monitoring of lifting operations at PASSCO godowns/silos/warehouses **in specified PASSCO Zones\*** through on-site inspections.
- Track bidder compliance with Lifting schedules and timelines as per Contractual terms regarding partial/complete lifting, penalties, or extensions.
- Report any delays, short-lifting, unauthorized dispatches, or deviations from agreed schedules.

### **3.4 Compliance & Risk Assessment**

- Assess compliance with PPRA Rules, BOD instructions/ directions, PASSCO policies/SOPs, & other applicable laws
- Identify procedural gaps, risks and non-compliances
- Recommend risk mitigation and corrective actions

### **3.5 Real-Time Monitoring & Data Validation**

To establish and operate real-time wheat lifting dashboard for monitoring and validation of:

- Lifting progress (zone-wise, center-wise, lot-wise, buyer-wise)
- Payments and balances.
- Compare dashboard data with physical records and field observations
- Report any discrepancies between dashboard entries, supporting documents, and physical movement of wheat.
- Recommend improvements in data integrity, system controls and reporting.

### 3.6 Reporting

- Submit periodic Monitoring and Validation reports
- Submit a comprehensive Final Validation Report covering the entire sale process
- Highlight observations and recommendations

*\*The stock details in PASSCO Zones are as follows:*

Sr.No.	Name of Zone	Name of Tehsil	Tentative no of Centers
1	<b>Hafizabad</b>	Hafizabad	21
		Pindi Bhattian	
		Sargodha	
2	<b>T.T Singh</b>	T.T Singh	3
		Gojra	
3	<b>Okara</b>	Okara	12
		Depalpur	
		Renala Khurd	
		raiwind	
		Tandlianwala	
4	<b>Sahiwal</b>	Pakpattan	14
5	<b>Burewala</b>	Arifwala	11
		Burewala	
		Chichawattni	
6	<b>Vehari</b>	Mailsi	17
7	<b>Khanewal</b>	Mian Channu	12
		Khanewal	
8	<b>Multan</b>	Lodhran	17
		Multan	
		Bahawalpur	
		Karor pacca	
9	<b>Bahawalnagar</b>	Bahawalnagar	17
		Minchinabad	
10	<b>Alipur</b>	Alipur	15
		Jatoi	
11	<b>Khanpur</b>	Khanpur	12
12	<b>Layyah</b>	Layyah	15
13	<b>Khairpur</b>	Sukkur	4
		Gambat	
		Kot.Diji	
		Bhiriya	
14	<b>Hyderabad</b>	Sakrand	2
15	<b>D.A Yar</b>	Dera Murad Jamali	5
		Usta Muhammad	

#### 4. Core Team of Experts

Name of Expert	Qualification & Experience	Man-Month	Job Description
<b>Team Lead</b>	MBA or equivalent with 5 year experience in Operations Management/M&E/TPV/Consulting	4	Overall operations management
<b>Legal Expert</b>	Supreme Court/ High Court Lawyer (LLB with 8 years of experience)	4	Legal advisory and disputes
<b>Financial Expert</b>	Qualified Chartered Accountant (FCA having overall 8 year experience)	4	Financial management and audits
<b>Supply Chain Expert</b>	MBA or equivalent with 5 year experience in relevant Field)	4	Logistics and supply chain
<b>IT Expert</b>	Bachelors in IT or equivalent with 2 year experience in relevant field	4	Real-time dashboard management
<b>Field Staff</b>	At least 30 regular field staff with suitable field experience	4	On-site operation supervision

#### 5. Time Period:

The time period for the consultancy will be 120 days from signing of contract, extendable on mutual agreement between the parties, without incurring any additional financial cost.

The prospective consultant will be attached with the PASSCO till the completion of entire sale process.

#### 6. Expected Deliverables

Sr #	Deliverable including but not limited to followings:	Time Duration
1	<b>Deliverable - I</b> Inception Report, Work Plan and establishment of Dashboard	<b>10 Days</b>
2	<b>Deliverable - II</b> Prequalification, Bidding & Award validation report	<b>15 Days</b>
3	<b>Deliverable – III</b> Sale & Lifting monitoring and validation report	<b>85 Days</b>
4	<b>Deliverable – IV</b> Final Consolidated Monitoring and Validation Report	<b>10-days</b> after submission of deliverable III

**7. Professional Liability of Consultant**

The Consultant will be liable to, for the consequences because of errors and omissions on its part or on the part of its employees to the extent and with the limitations as mentioned herein below:

If the PASSCO suffers any loss or damages as a result of proven faults, errors or omissions by the Consultant, the Consultant shall make good such loss or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultant in accordance with the terms of the Contract.

**8. Role of PASSCO:**

PASSCO will provide all the support to the Consultant in carrying out the tasks:

- a. Access to the records related to fulfillment of responsibilities
- b. Availability of office space equipped with internet access and telephone facility required to the Consultant for completion of the assignment as per governing laws.

## PART II

### Section VII. Conditions of Contract and Contract Forms

- 1. Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Consultant and to be involved in the daily execution of the assignment.
- 2.** The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

# **STANDARD FORM OF CONTRACT**

**Contract for Consultant's Services**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

PASSCO  
*[Name of the Procuring Agency]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

### 3. Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Agency has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate:]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;
  - (c)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions

of Contract, including Attachment Annexes. Any reference to this Contract shall include, where the context permits, a reference to its Annexes.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## **General Conditions of the Contract**

### **A. General Provisions**

#### **1. Definitions**

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- (e) **PASSCO’s Personnel”** refers to the staff, labor and other employees (if any) of the PASSCO engaged in fulfilling the PASSCO’s obligations under the Contract; and any other personnel identified as PASSCO’s Personnel, by a notice from the PASSCO to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (m) **“Foreign Currency”** means any currency other than the

Pakistani Rupees.

- (n) **“GCC”** means these General Conditions of Contract.
- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the PASSCO for the performance of the Contract.
- (q) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the PASSCO or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the PASSCO, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the PASSCO and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the PASSCO, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **TORs** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PASSCO may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the PASSCO under this Contract, including without limitation the receiving of instructions and payments from the PASSCO.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PASSCO or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the

procurement and execution of such contracts.

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the PASSCO to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the PASSCO.

10.3 Any communications between the Bidder and the PASSCO related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 PASSCO will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 PASSCO will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

**B. Commencement, Completion, Modification and Termination of Contract**

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the PASSCO’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| <b>13. Commencement of Services</b>                                | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.   |
| <b>14. Expiration of Contract</b>                                  | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.   |

- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the PASSCO is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the

consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the PASSCO, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the PASSCO, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

**18. Suspension**

18.1. The PASSCO may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the PASSCO**

19.1.1 The PASSCO may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the PASSCO shall give at least thirty (30) calendar days' written notice of

termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the PASSCO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the PASSCO has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the PASSCO may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the PASSCO, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the PASSCO fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the PASSCO fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the PASSCO is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the PASSCO of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the PASSCO, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the PASSCO shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any

reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### C. Obligations of the Consultant

#### 20. General

##### a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the PASSCO, and shall at all times support and safeguard the PASSCO's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the PASSCO.

##### b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

#### 21. Conflict of Interests

21.1 The Consultant shall hold the PASSCO's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the PASSCO on the procurement of goods, works or services. Any discounts or

commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the PASSCO.

- b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
  - c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
  - d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their PASSCO, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the PASSCO, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the PASSCO, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the PASSCO's request, shall provide evidence to the PASSCO showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the PASSCO to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the PASSCO's inspection and audit rights constitute a prohibited practice subject to contract termination.

**26. Reporting Obligations**

26.1 The Consultant shall submit to the PASSCO the reports and documents specified in **TORs**, in the form, in the numbers and within the time periods set forth in the said Tors.

**27. Proprietary Rights of the PASSCO in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the PASSCO in the course of the Services shall be confidential and become and remain the absolute property of the PASSCO. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PASSCO, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the PASSCO.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the PASSCO's prior written approval to such agreements, and the PASSCO shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the PASSCO, or purchased by the Consultant wholly or partly with funds provided by the PASSCO, shall be the property

of the PASSCO and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the PASSCO an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the PASSCO's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the PASSCO in writing, shall insure them at the expense of the PASSCO in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the PASSCO's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of Conduct**

29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

**D. Consultant's Experts and Sub-Consultants**

**30. Description of Key Experts**

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the PASSCO and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

**31. Replacement of Key Experts**

31.1 Except as the PASSCO may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better

qualifications and experience, and at the same rate of remuneration.

**32. Approval of Additional Key Experts**

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the PASSCO for review and approval a copy of their Curricula Vitae (CVs). If the PASSCO does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the PASSCO.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**33. Removal of Experts or Sub-consultants**

33.1 If the PASSCO finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the PASSCO's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the PASSCO to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the PASSCO.

**34. Replacement/ Removal of Experts – Impact on Payments**

34.1 Except as the PASSCO may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**35. Working Hours, Overtime, Leave, etc.**

35.1 Working hours and holidays for Experts are set. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

**E. Obligations of the PASSCO**

**36. Assistance and Exemptions**

36.1 Unless otherwise specified in the SCC, the PASSCO shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

- 37. Access to Project Site**
- 37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 38. Change in the Applicable Law Related to Taxes and Duties**
- 38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
- 39. Services, Facilities and Property of the Procuring Agency**
- 39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.
- 40. Counterpart Personnel**
- 40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice,
- 40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.
- 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the

exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

**41. Payment  
Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. Payments to the Consultant**

**42. Ceiling Amount**

42.1 An estimate of the cost of the Services.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**43. Remuneration  
and  
Reimbursable  
Expenses**

43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set

43.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts', (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and

allowances are known.

**44. Taxes and Duties**

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

**45. Currency of Payment**

45.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

**46. Mode of Billing and Payment**

46.1 Billings and payments in respect of the Services shall be made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, , or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be

found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on Delayed Payments**

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. Fairness and Good Faith**

**48. Good Faith**

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

**H. Settlement of Disputes**

**49. Amicable**

49.1 Any dispute of any kind whatsoever shall arise between the

## **Settlement**

Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.

### Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	Procuring Agency : <u>PASSCO</u> The Contract shall be construed in accordance with the prevailing laws of Pakistan.
4.1	<b>The language is: English</b>
6.1 and 6.2	<b>The addresses are:</b>  Procuring Agency : <u>PASSCO</u> Attention : GM (Commercial) Address : PASSCO, Head Office, 11 Kashmir Road, Lahore Telephone : <u>042-99201466</u> E-mail : <a href="mailto:gm.comm@passco.gov.pk">gm.comm@passco.gov.pk</a>  Consultant : _____ _____ Attention : _____ E-mail (where permitted) : _____
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR                      If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____                      _____ <i>[insert name of the member]</i></p>
9.1	<b>The Authorized Representatives are:</b>  <b>For the Procuring Agency:</b> GM (Commercial) Address : PASSCO Head Office, 11 Kashmir Road, Lahore Telephone: <u>042-99201466</u> E-mail: <a href="mailto:gm.comm@passco.gov.pk">gm.comm@passco.gov.pk</a>  <b>For the Consultant:</b> <i>[name, title]</i> _____
11.1	<b>The effectiveness conditions are the following:</b> The date on which this Contract shall come into effect is the date

	when the Contract is signed by both the Parties.
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b> (To be decided at the time of signing of the contract)
<b>13.1</b>	<b>Commencement of Services:</b> The Services shall commence on the date mentioned in the letter of Commencement issued by the PASSCO.
<b>14.1</b>	<b>Expiration of Contract:</b> The time period shall be <b>four (04) month</b> from date of signing of the Contract or till the extended time as mutually agreed by the Parties.
<b>21 b.</b>	<b>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.</b> Yes.

<b>23.1</b>	The Consultant will be liable to, for the consequences because of errors and omissions on its part or on the part of its employees to the extent and with the limitations as mentioned herein below: If the PASSCO suffers any loss or damages as a result of proven faults, errors or omissions by the Consultant, the Consultant shall make good such loss or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultant in accordance with the terms of the Contract.
<b>24.1</b>	<b>Not Applicable</b>
<b>42.2</b>	The Lump-sum Contract price is PKR/- (Pak Rupees only) inclusive of local direct/ indirect taxes
<b>43.3</b>	<b>Not Applicable</b>
<b>44.1 and 44.2</b>	The contract price of the assignment of the consultants shall include all taxes, duties, levies and other impositions imposed/ applicable and covering all field visits under the applicable laws of the Federal Government
<b>45.1</b>	The currency of payment shall be Pak Rupees
<b>46.1(a)</b>	<b>Not Applicable</b>

<b>46.1(b)</b>	<b>Not Applicable</b>																				
<b>46.1 (c)</b>	<p>Payment will be made as per following schedule:</p> <table border="1" data-bbox="459 344 1360 1234"> <thead> <tr> <th data-bbox="459 344 529 428"><b>Sr #</b></th> <th data-bbox="529 344 924 428"><b>Deliverable including but not limited to followings:</b></th> <th data-bbox="924 344 1109 428"><b>Payment Schedule</b></th> <th data-bbox="1109 344 1360 428"><b>Time Duration</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="459 428 529 600"><b>1</b></td> <td data-bbox="529 428 924 600"><b>Deliverable - I</b> Inception Report, Work Plan and establishment of Dashboard</td> <td data-bbox="924 428 1109 600"><b>10%</b></td> <td data-bbox="1109 428 1360 600"><b>10 Days</b></td> </tr> <tr> <td data-bbox="459 600 529 726"><b>2</b></td> <td data-bbox="529 600 924 726"><b>Deliverable - II</b> Prequalification, Bidding &amp; Award validation report</td> <td data-bbox="924 600 1109 726"><b>10%</b></td> <td data-bbox="1109 600 1360 726"><b>15 Days</b></td> </tr> <tr> <td data-bbox="459 726 529 1062"><b>3</b></td> <td data-bbox="529 726 924 1062"><b>Deliverable – III</b> Sale &amp; Lifting monitoring and validation report Three payments on proportionate basis @ 20% each (Each payment will be made on lifting of 1/3<sup>rd</sup> stock)</td> <td data-bbox="924 726 1109 1062"><b>60%</b></td> <td data-bbox="1109 726 1360 1062"><b>85 Days</b></td> </tr> <tr> <td data-bbox="459 1062 529 1234"><b>4</b></td> <td data-bbox="529 1062 924 1234"><b>Deliverable – IV</b> Final Consolidated Monitoring and Validation Report</td> <td data-bbox="924 1062 1109 1234"><b>20%</b></td> <td data-bbox="1109 1062 1360 1234"><b>10-days</b> after submission of deliverable III</td> </tr> </tbody> </table>	<b>Sr #</b>	<b>Deliverable including but not limited to followings:</b>	<b>Payment Schedule</b>	<b>Time Duration</b>	<b>1</b>	<b>Deliverable - I</b> Inception Report, Work Plan and establishment of Dashboard	<b>10%</b>	<b>10 Days</b>	<b>2</b>	<b>Deliverable - II</b> Prequalification, Bidding & Award validation report	<b>10%</b>	<b>15 Days</b>	<b>3</b>	<b>Deliverable – III</b> Sale & Lifting monitoring and validation report Three payments on proportionate basis @ 20% each (Each payment will be made on lifting of 1/3 <sup>rd</sup> stock)	<b>60%</b>	<b>85 Days</b>	<b>4</b>	<b>Deliverable – IV</b> Final Consolidated Monitoring and Validation Report	<b>20%</b>	<b>10-days</b> after submission of deliverable III
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<b>46.1(e)</b>	Consultant details with respect to Local Currency Bank Account in local Scheduled Bank.																				
<b>47.1</b>	<b>Not Applicable</b>																				
<b>49.</b>	<p><b>Dispute Resolution</b></p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p>																				

- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Secretary, Ministry of Food Security and Research (MNFSR), Islamabad, for appointment of sole arbitrator.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Procuring Agency and the Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Lahore. The award of the arbitrator shall be final and shall be binding on the parties.

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Rs. 200/- Stamp Paper).**

**WILL DEFAULT, INSOLVENCY AND BLACK-LISTING CERTIFICATE.**

**THE CONSULTANT SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

CERTIFIED THAT I / WE HAVE NEITHER DEFAULTED OF ANY CONTRACT / AGREEMENT OR IN LEGAL DISPUTE WITH ANY FEDERAL / PROVINCIAL / LOCAL GOVERNMENT, INCLUDING ITS DEPARTMENTS / BODIES / SUBSIDIARIES AND/OR ORGANIZATIONS / INSTITUTIONS, NOR DECLARED INSOLVENT OR BLACKLISTED BY ANY ONE OF THOSE ELUCIDATED ABOVE.

FURTHER CERTIFIED THAT FIRM OR PARTNER INCLUDING KEY MANAGERS HAS RELEVANT EXPERIENCE OF AUDIT OR INSPECTION OF STOCK OF PUBLIC/ PRIVATE SECTOR GOVERNMENT ENTITY DEALING WITH WHEAT GRAIN IN SUCH LARGE QUANTUM. FURTHER CERTIFIED THAT FIRM OR PARTNER IN ANY OTHER NAME AND STYLE, HAVE NEVER BEEN DEFAULTED NOR CONVICTED, BY A FINAL JUDGMENT OF ANY OFFENSE INVOLVING PROFESSIONAL CONDUCT NOR DECLARED INSOLVENT NOR BLACKLISTED, INVOLVED IN CORRUPTION AND CORRUPT PRACTICE, IN MALPRACTICE AND OR SMUGGLING ETC.

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FICTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED WILL BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_  
Name of Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Agency Seal: \_\_\_\_\_

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION**

**(Must be Printed on Rs. 200/- Stamp Paper).**

**UNDER'TAKING.**

IF DELIVERED, REQUIRED AND OFFERED SERVICES WERE FOUND SUBSTANDARD OR OF POOR QUALITY, THE ACCEPTANCE LETTER OF THE FIRM WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND PASSCO WILL HAVE THE RIGIT NOT TO MAKE ANY REFUND/PAYMENT. FURTHER, THE PERFORMANCE/ BID SECURITY GIVEN BY THE FIRM, IF ANY, WILL ALSO BE FORFEITED/CONFISCATED AND THE CONSULTANT WILLBE DECLARED BLACK LISTED.

AS THE DESIRED SERVICES ARE TIME BOUND, THEREFORE, IN THE ABSENCE OF ANY SUBSTATTIAL REASON SUPPORTED BY THE EVIDENCES, THE ASSIGNMENT WILL BE COMPLETED AND DUE REPORT WILL BE ISSUED WITHIN PRESCRIBED TIME PERIOD.

M/s / Name of the Firm / Leading Firm: \_\_\_\_\_  
Name of Engagement Partner of the Firm / Leading Firm: \_\_\_\_\_  
Stamp: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel #: \_\_\_\_\_  
Mobile # \_\_\_\_\_  
Fax # \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Agency Seal:

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Rs. 200/- Stamp Paper)**

**LITIGATION HISTORY WITH PASSCO (CONVICTION)**

**THE CONSULTANT SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

CERTIFIED THAT I / WE HAVE NEITHER CONVICTED BY ANY COURT OF LAW IN PAKISTAN OR ABROAD FOR ANY CRIMINAL OFFENCE, FRAUD, CORRUPTION, MALPRACTICE, PROFESSIONAL MISCONDUCT, OR IN LEGAL DISPUTE WITH PASSCO OR ANY ACTIVITY THAT MAY ADVERSELY AFFECT MY/OUR ELIGIBILITY TO PARTICIPATE IN THIS PROCUREMENT/CONTRACT, NOR DECLARED INSOLVENT OR BLACKLISTED BY ANY ONE OF THOSE ELUCIDATED ABOVE.

CERTIFIED THAT I / WE HAVE NEITHER NOT CURRENTLY INVOLVED IN ANY LITIGATION, INVESTIGATION, OR LEGAL PROCEEDINGS THAT MAY AFFECT OUR ABILITY TO PERFORM CONTRACTUAL OBLIGATIONS OR IMPACT OUR FINANCIAL OR TECHNICAL CAPACITY OR OTHERWISE COMPROMISE THE INTEGRITY OF THIS BID/PROPOSAL

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Agency Seal: \_\_\_\_\_

**(Must be Printed on Rs. 200/- Stamp Paper).**

**CONFLICT OF INTEREST**

**THE CONSULTANT SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

CERTIFIED THAT I / WE HAVE NO CONFLICT OF INTEREST IN ACTUAL, POTENTIAL, OR PERCEIVED IN RELATION TO THE PREPARATION, SUBMISSION, OR EVALUATION OF THIS BID/PROPOSAL/APPLICATION, NEITHER CONFLICT OF INTEREST WITH ANY FEDERAL / PROVINCIAL / LOCAL GOVERNMENT INCLUDING ITS DEPARTMENTS / BODIES / SUBSIDIARIES AND/OR ORGANIZATIONS / INSTITUTIONS, NOR WITH PASSCO.

FURTHER CERTIFIED THAT NO EMPLOYEE, OFFICER, REPRESENTATIVE, OR CONSULTANT OF THE PROCURING AGENCY/ORGANIZATION HAS ANY DIRECT OR INDIRECT FINANCIAL, PROFESSIONAL, OR PERSONAL RELATIONSHIP WITH ME/US OR WITH MY/OUR FIRM THAT COULD INFLUENCE THE PROCUREMENT PROCESS. ALSO HAS NO FAMILY, BUSINESS, OR CLOSE PERSONAL RELATIONSHIP EXISTS THAT COULD IMPROPERLY AFFECT THE OUTCOME OF THIS PROCESS.

FURTHER CERTIFIED THAT I/WE HAVE NOT SOUGHT TO OBTAIN CONFIDENTIAL INFORMATION OR INFLUENCE ANY OFFICIAL OF THE PROCURING AGENCY.

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_  
Name of Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Agency Seal: \_\_\_\_\_

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Rs. 200/- Stamp Paper)**

**NON-COLLUSION CERTIFICATE**

**THE CONSULTANT SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

I/WE, THE UNDERSIGNED, HEREBY DECLARE AND CERTIFY THAT THIS BID/PROPOSAL HAS BEEN PREPARED AND SUBMITTED INDEPENDENTLY, WITHOUT ANY CONSULTATION, COMMUNICATION, AGREEMENT, OR ARRANGEMENT WITH ANY COMPETITOR OR CONSULTANT REGARDING PRICES, METHODS OR FORMULAE USED TO CALCULATE PRICES, INTENTION TO SUBMIT OR NOT SUBMIT A BID, OR ANY OTHER MATTER THAT MAY RESTRICT COMPETITION.

I/WE, THE UNDERSIGNED, HEREBY DECLARE AND CERTIFY THAT NO ATTEMPT HAS BEEN MADE, DIRECTLY OR INDIRECTLY, TO INFLUENCE OR INDUCE ANY OTHER CONSULTANT TO SUBMIT OR NOT SUBMIT A BID, OR TO FIX PRICES OR ENGAGE IN PRICE-SHARING, OR IN EXCHANGE OF CONFIDENTIAL OR COMMERCIAL INFORMATION, OR PARTICIPATE IN ANY ANTI-COMPETITIVE, COLLUSIVE, FRAUDULENT, OR CORRUPT PRACTICE. THE INFORMATION SUBMITTED IN THIS BID IS TRUE, CORRECT, AND COMPLETE, AND HAS BEEN PREPARED IN GOOD FAITH WITHOUT MISREPRESENTATION OR CONCEALMENT.

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Agency Seal: \_\_\_\_\_

**(Must be Printed on Rs. 200/- Stamp Paper).**

**DATA CONFIDENTIALITY UNDERTAKING**

**THE CONSULTANT SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

I/WE, THE UNDERSIGNED, HEREBY UNDERTAKE AND AGREE AS FOLLOWS:

**1. CONFIDENTIALITY OF INFORMATION**

I/WE ACKNOWLEDGE THAT DURING THE COURSE OF PERFORMING DUTIES, SERVICES, OR PARTICIPATION IN THIS PROJECT/TENDER, I/WE MAY RECEIVE, ACCESS, OR BECOME AWARE OF INFORMATION THAT IS CONFIDENTIAL, SENSITIVE, PROPRIETARY, OR OTHERWISE NOT PUBLICLY AVAILABLE SHALL NOT BE SHARED WITH ANY ONE.

**2. NON-DISCLOSURE OBLIGATION**

I/WE UNDERTAKE NOT TO DISCLOSE, SHARE, COPY, DISTRIBUTE, OR OTHERWISE REVEAL ANY CONFIDENTIAL INFORMATION TO ANY PERSON, ORGANIZATION, OR THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONCERNED AUTHORITY/ORGANIZATION.

**3. USE OF INFORMATION**

I/WE AGREE THAT ALL CONFIDENTIAL INFORMATION WILL BE USED SOLELY FOR THE PURPOSE FOR WHICH IT IS PROVIDED, AND NOT FOR ANY PERSONAL, COMMERCIAL, COMPETITIVE, OR UNAUTHORIZED PURPOSE.

**4. PROTECTION OF DATA**

I/WE SHALL ENSURE THAT ALL CONFIDENTIAL DOCUMENTS, DIGITAL FILES, RECORDS, AND DATA ARE KEPT SAFE AND PROTECTED AGAINST:

- o UNAUTHORIZED ACCESS,
- o LOSS OR THEFT,
- o DUPLICATION,
- o MISUSE OR TAMPERING.

**5. RETURN OR DESTRUCTION OF DATA**

UPON COMPLETION OR TERMINATION OF MY/OUR ENGAGEMENT, OR UPON WRITTEN REQUEST, I/WE SHALL IMMEDIATELY RETURN OR SECURELY DESTROY ALL CONFIDENTIAL DATA, DOCUMENTS, AND MATERIALS IN MY/OUR POSSESSION.

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile/Fax : \_\_\_\_\_, Email: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Agency Seal: \_\_\_\_\_

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Rs. 200/- Stamp Paper).**

**NO ASSOCIATION WITH POTENTIAL WHEAT BUYERS DECLARATION  
THE CONSULTANT SHALL ATTACH HEREWITH AN AFFIDAVIT STATING THAT: -**

CERTIFIED THAT I / WE HAVE NO DIRECT OR INDIRECT ASSOCIATION, RELATIONSHIP, PARTNERSHIP, OR AFFILIATION WITH ANY INDIVIDUAL, FIRM, TRADER, BROKER, OR ENTITY THAT IS A POTENTIAL BUYER OF WHEAT OR IS INVOLVED IN THE WHEAT PROCUREMENT/DISPOSAL, TRADING, DISTRIBUTION, OR SUPPLY CHAIN.

FURTHER CERTIFIED THAT I / WE HAVE NO CONFLICT OF INTEREST, AND NO PERSON OR ENTITY RELATED TO ME/US HAS ANY FINANCIAL OR COMMERCIAL INTEREST IN THE WHEAT MARKET THAT COULD INFLUENCE OR BENEFIT FROM THE WORK, SERVICES, OR RESPONSIBILITIES ASSIGNED TO ME/US.

FURTHER CERTIFIED THAT I / WE NEITHER ENGAGED IN ANY COMMUNICATION, AGREEMENT, UNDERSTANDING, OR ARRANGEMENT WITH ANY WHEAT BUYERS OR RELATED PARTIES, NOR REPRESENT, SUPPORT, OR ACT ON BEHALF OF ANY POTENTIAL WHEAT BUYER.

IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTITIOUS, PROPOSAL PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/s: \_\_\_\_\_  
Name of Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Agency Seal: \_\_\_\_\_

**(Must be Printed on Rs. 200/- Stamp Paper).**

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED**  
**CERTIFICATE**

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD **BIDDING DOCUMENT FOR PROVISION OF EXTERNAL AUDIT SERVICES** AND ALL OTHER DETAILS CONTAINED IN THE PROPOSAL DOCUMENT. I /WE DO HEREBY CONFIRM THAT ALL INFORMATION SUBMITTED ARE CORRECT TO MY BEST KNOWLEDGE AND FAITH. THEREFORE, I /WE SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENT IN TOKEN OF HAVING ACCEPTED ALL WHAT IS ELUCIDATED THEREIN.

Signature \_\_\_\_\_

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_

Stamp of the Consultant \_\_\_\_\_

Telephone No Office \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

CNIC No. \_\_\_\_\_

Income Tax Registration \_\_\_\_\_

Sales Tax Registration Number \_\_\_\_\_

**Annex-I**

**ATTESTED BY NOTARY PUBLIC**

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BREAKAGE ETC PAYABLE, BY  
THE SUPPLIERS OF GOODS, SERVICES, AND WORKS**

**(Must be Printed on Rs. 200/- Stamp Paper).**

**UNDER'TAKING.**

The \_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any proposal, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it e.g. PASSCO, Ministry of National Food Security and Research, Government of Pakistan through any corrupt business practice.

Without limiting the generality of the foregoing, the \_\_\_\_\_ represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a proposal, right, interest, privilege or other obligation or benefit in whatsoever form, from PASSCO, Ministry of National Food Security and Research, Government of Pakistan, except that which has been expressly declared pursuant hereto.

The \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with PASSCO, Ministry of National Food Security and Research, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The \_\_\_\_\_ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any proposal, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PASSCO, Ministry of National Food Security and Research, Government of Pakistan under any law. Proposal or other instruments be voidable at the option of PASSCO, Ministry of National Food Security and Research, Government of Pakistan.

Notwithstanding any rights and remedies exercised by PASSCO, Ministry of National Food Security and Research, Government of Pakistan in this regard, the \_\_\_\_\_ agrees to indemnify fully PASSCO, Ministry of National Food Security and Research, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PASSCO, Ministry of National Food Security and Research, Government of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the aforesaid for the purpose of obtaining or inducing the procurement of any proposal, right, interest, privilege or other obligation or benefit in whatsoever form, from PASSCO, Ministry of National Food Security and Research, Government of Pakistan.

**FOR AND ON BEHALF OF FIRM**

**Witness:-**

1. \_\_\_\_\_ 2. \_\_\_\_\_