



**RFP No. -01/CM-PKC**

**HIRING OF SHORT TERM CONSULTANCY OF CHARTERED ACCOUNTANT  
FIRM FOR AUDIT AND VERIFICATION OF FINANCIAL TRANSACTIONS AND  
MARKUP INVOICES OF CHIEF MINISTER PUNJAB KISSAN CARD PROJECT**

**REQUEST FOR PROPOSAL ( R F P )**

**Estimated Cost 5.00 Million**

Issued To: \_\_\_\_\_  
Issued On: \_\_\_\_\_  
Signature of: \_\_\_\_\_  
Issuing Officer

**AGRICULTURE DEPARTMENT GOVERNMENT OF PUNJAB, 21-DAVIS RAOD,  
LAHORE  
March -2025**

**INVITATION FOR BIDS**  
**SHORT TERM CONSULTANT SERVICES**

**Hiring of Short-Term Consultancy Services of Chartered Accountant Firm for audit and verification of the Financial Transactions and markup invoices under the “Chief Minister Punjab Kissan Card Project”**

The Project Director, “Chief Minister Punjab Kissan Card Project”, Agriculture Delivery Unit, 21-Davis Road Lahore has earmarked budget towards the cost of “Hiring of Short Term Consultancy Services of chartered Accountant Firm for audit and verification of Financial Transactions and markup invoices under Chief Minister Punjab Kissan Card Project ” which are enlisted in category A&B on the State Bank of Pakistan’s Panel of Auditors Maintained Under Section 35 (1) of Banking Companies Ordinance, 1962. It is intended that the proceeds of this budget will be applied to eligible payments for provision of following services:

| <b>Sr. No.</b> | <b>Description</b>   | <b>Bid Security</b>  |
|----------------|--|--|
| 01             | “Hiring of Short Term Consultancy Services of Chartered Accountant Firm for audit and verification of Financial Transactions and markup invoices under Chief Minister Punjab Kissan Card Project | PKR: 200,000/- (within 5% of the estimated cost of services) |

2. Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Road Lahore, invites sealed bids for the provision of above mentioned services from Chartered Accountant Firms, who are on Active Taxpayers List of the Federal Board of Revenue and Firm should be on State Bank of Pakistan panel of approved firms. Only the firms which are enlisted in Category A&B on the State Bank of Pakistan’s Panel of Auditors Maintained Under Section 35 (1) of Banking Companies Ordinance, 1962. shall be considered.

3. Bidding shall be conducted through Open Competitive Bidding Single Stage-Two Envelops procedure as specified in the Punjab Procurement Rules-2014 (as amended to date) and is open to all eligible bidders as defined in the bidding document.

4. Interested eligible bidders may obtain bidding documents immediately from the office of PD, CM Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Road Lahore during office hours.

5. Sealed Bids must be delivered to the above office on or before, 28-03-2025, 11:00 AM. Proposals must be accompanied by a Bid Security as mentioned above in the form of Pay Order, Call at Deposit, Bankers’s Cheque duly issued from a Scheduled Bank of Pakistan.

6. Bids will be opened on, 28-03-2025 11:30 AM in the presence of bidders or their representatives at the office of Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Road, Lahore.

7. The bidders are required to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.

8. Proposal not complying with the requirements shall be rejected being nonresponsive. Alternate proposals and / or conditional bids shall be considered nonresponsive.

9. Taxes will be deducted as per applicable government rules. Bid Security, NTN and Sales Tax registration certificate must be provided with the Technical Proposal.

10. Bids which are incomplete, not sealed, not signed and / or not stamped, late or submitted by other than specified mode will be rejected.

11. The contract shall be awarded to the lowest price bidder.

12. Bidding documents, obtained / purchased only from the office of PD, CM Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Road Lahore will be considered for further processing.

13. This advertisement is also available on <http://www.agripunjab.gov.pk> and <https://www.ppra.punjab.gov.pk>

14. For any further information or clarifications, please contact the person named below:

-SD-

**Project Director,  
Chief Minister Punjab Kissan Card Project,  
Agriculture Delivery Unit, 21-Davis Road, Lahore**

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## Part-I Section I. Instructions to Service Providers

### A. Introduction

#### DEFINITIONS

- i. **Rabi Season** “ shall mean cropping season from October-March (winter).
- ii. **“BOP”** shall mean the Bank of Punjab
- iii. **“Audit Firm”** shall mean an independent firm of chartered accountants with sufficient expertise, experience and resources to conduct the Audit contemplated in the Agreement. The Audit Firm shall be selected by GoPb. in a transparent manner from amongst the renowned accountancy firms in the country.
- iv. **“Audit Terms of Reference”** shall mean the terms of reference outlining the scope of work to be undertaken by the Audit Firm for purposes of the Audit, shall be prescribed by GoPb.
- v. **“Borrower”** shall mean a small farmer who has been approved by GoPb and BOP to become a borrower under Punjab Kissan Card Facility or has availed Punjab Kissan Card Facility extended by the BOP.
- vi. **Punjab Kissan Card Facility**” shall mean a single finance facility, or the portfolio of finance facilities (as applicable), provided by BOP to a Borrower, under the Terms of Reference, up to the Maximum Aggregate Amount approved by the PFI.
- vii. **“Eligibility Criteria”** shall mean the criteria spelled out in the Project document.
- viii. **“Government”** means Government of the Punjab;
- ix. **“Department”** means the Agriculture Department
- x. **“First loss guarantee”** In case the invoiced amounts/due amounts of the loans disbursed to the Selected Farmers by way of issuance of Kissan Cards are not received by BOP within 30 days of them being due (i.e. from 16<sup>th</sup> April, 2025 to 15<sup>th</sup> June, 2025), the BOP shall be entitled to recover the Overdue amount up to 30% of the total disbursed amount, being the First Loss Guarantee from Agriculture Department,
- xi. **“Overdue Farmer”** means the Selected Farmer who fails to make payments on the loan disbursed under the Kissan Card Program after 15<sup>th</sup> May, 2025 for the first crop season and his lien of land is marked by the vendor in PLRA system. Vendor shall be entitled to the full recovery of mark-up amount along with principle amount from such Overdue Farmer till the amount is recovered.
- xii. **“Eligible Farmer”** means the farmer eligible to apply under the Kissan Card Program in accordance with the criteria provided in the Contract between Agriculture Department with BOP and having maximum land of 1 to 12.5 acres in PLRA digital CNIC record, or as mutually agreed between the parties;
- xiii. **“Kissan Card Program”** means the provision of Kissan Card to the Selected Farmers to avail the interest free loan for the purchase of agricultural inputs from specified merchants and within a specified time period pursuant to the terms and conditions of the Contract between Agriculture Department with BOP;
- xiv. **“Kissan Card”** means a co-branded credit card issued by the BOP to the Selected Farmers under SBP regulations with per acre credit limit agreed in the contract between Agriculture Department and BOP;
- xv. **“PITB”** means the Punjab Information Technology Board;
- xvi. **“PLRA”** means the Punjab Land Records Authority;
- xvii. **“PMD”** means the Pakistan Mobile Number Portability Database;
- xviii. **“Recovery Effort”** means effort deployed by the BOP for recovery of the loan amount disbursed under the Kissan Card Program from the Selected Farmer as per terms and conditions of the Contract between Agriculture Department with BOP;

- xix. **“Selected Farmer”** means the Eligible Farmer who subsequent to the admissibility checks and eligibility screening by PITB and the Vendor has been chosen to qualify for the Kissan Card Program as per terms and conditions of the Contract between Agriculture Department with BOP.
- xx. **“Transaction date”** means the date when the first purchase is made by the Selected Farmer from the Merchant as per terms and conditions of the Contract between Agriculture Department with BOP;
- xxi. **“Billing date”** means the cut-off date of the loan utilized by the Selected Farmer which is agreed as per terms and conditions of the Contract between Agriculture Department with BOP;
- xxii. **“Markup Calculation”** means the amount calculated based on agreed interest rates between the Parties and as per date of start of loan amount utilization and cut-off date, however, the recovered card processing fee (1,000/acre) will be adjusted against the markup claimed by the Vendor from the Client as per terms and conditions of the Contract between Agriculture Department with BOP;
- xxiii. **“Amount Recovery Period”**; means the 30 days’ time period allowed to the Selected Farmer to pay back the principal amount, utilized by him, to BOP without it accruing any further markup on to the Client as per terms and conditions of the Contract between Agriculture Department with BOP.
- xxiv. **“Recovery amount”** means the amount recovered from the Overdue farmer by BOP and for which BOP shall be liable to submit the same amount to Government treasury in such cases where the BOP has already claimed first loss guarantee and markup from the Government as per terms and conditions of the Contract between Agriculture Department with BOP.

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|--------------------------------------|--|
| <b>1. Source of Funds</b>            | 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.   |
| <b>2. Eligible Service Providers</b> | 2.1 This Invitation for Bids is open to all Service Providers, except as provided hereinafter.   |
|                                      | 2.2 Service Providers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, ToRs and other documents to be used for the procurement of the services to be procured under this Invitation for Bids. |
|                                      | 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.  |

- 2.4 Service Providers shall not be under a declaration of blacklisting by any Government Department (Federal or Provincial) or Punjab Procurement Regulatory Authority (PPRA).
- 3. Eligible Services**
- 3.1 All Services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such Services.
- 3.2 For purposes of this clause, “origin” means the place from where the services are supplied.
- 3.3 The origin of Services is distinct from the nationality of the Service Provider.

### **B. Bidding Document**

- 4. Cost of Bidding**
- 4.1 The Service Provider shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5. Content of Bidding Documents**
- 5.1 The Services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Service Providers (ITS)
  - (b) Bid Data Sheet
  - (c) Schedule of Requirements
  - (d) Terms of Reference
  - (e) Bid Submission Form
  - (g) Price Schedules
  - (h) Contract Form
  - (i) Performance Gurantee Form
  - (j) General Conditions of Contract (GCC)
  - (k) Special Conditions of Contract (SCC)
  - (l) Annexures I – IV (if applicable)
- 5.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provider’s risk and may result in the rejection of its bid.

**6. Clarification of Bidding Documents** 6.1 A prospective Service Provider requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITS Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Service Providers that have received the bidding documents.

**7. Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the bidding documents by amendment.

7.2 All prospective Service Providers that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

**8. Language of Bid** 8.1 The bid prepared by the Service Provider, as well as all correspondence and documents relating to the bid exchanged by the Service Provider and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Service Provider may be in same language.

**9. Documents Comprising the Bid** 9.1 The bid prepared by the Service Provider shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITS Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITS Clause 13 that the Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITS Clause 14 that the Services to be supplied by the Service Provider are eligible Services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITS Clause 15.

- 10. Bid Form** 10.1 The Service Provider shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.
- 11. Bid Prices** 11.1 The Service Provider shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.
- 11.4 The Service Provider's separation of price components in accordance with ITS Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Service Provider shall be fixed during the Service Provider's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as non-responsive and will be rejected, pursuant to ITS Clause 24.
- 12. Bid Currencies** 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Service Provider's Eligibility and Qualification** 13.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the Service Provider's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Service Provider's eligibility to bid shall establish to the Purchaser's satisfaction that the Service Provider, at the time of submission of its bid, is eligible as defined under ITS Clause 2.
- 13.3 The documentary evidence of the Service Provider's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Service Provider offering to supply Services under the contract, the Service Provider has been duly authorized by the original Service provider to supply in the Pakistan;

- (b) that the Service Provider has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Service Provider not doing business within Pakistan, the Service Provider is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service Provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and / or Terms of Reference; and
- (d) that the Service Provider meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents Establishing Services' Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services which the Service Provider proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the Services shall consist of a statement in the Price Schedule of the country of origin of the Services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the Services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the Services;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services for a period to be specified in the Bid Data Sheet, following commencement of the use of the Services by the Purchaser; and
  - (c) an item-by-item commentary on the Purchaser's Terms of Reference demonstrating **substantial responsiveness** of the Services to those Terms of Reference and / or specifications, or a statement of deviations and exceptions to the provisions of the Terms of Reference.
- 14.4 For purposes of the commentary to be furnished pursuant to ITS Clause 14.3(c) above, the Service Provider shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Terms of Reference, are intended to be descriptive only and not restrictive. The Service Provider may substitute alternative standards, brand names, and/or catalogue numbers in

its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Terms of Reference.

## **15. Bid Security**

15.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Service Provider's conduct which would warrant the security's forfeiture, pursuant to ITS Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITS Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITS Clause 24.

15.5 Unsuccessful Service Providers' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITS Clause 16.

15.6 The successful Service Provider's bid security will be discharged upon the Service Provider signing the contract, pursuant to ITS Clause 32, and furnishing the Performance Gurantee, pursuant to ITS Clause 33.

15.7 The bid security may be forfeited:

(a) if a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider on the Bid Form; or

(b) in the case of a successful Service Provider, if the Service Provider fails:

(i) to sign the contract in accordance with ITS Clause 32;

**or**

(ii) to furnish Performance Gurantee in accordance with ITS Clause 33.

## **16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser,

pursuant to ITS Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 16.2 In exceptional circumstances, the Purchaser may solicit the Service Provider's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email). The bid security provided under ITS Clause 15 shall also be suitably extended. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request will not be required nor permitted to modify its bid, except as provided in ITS Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

#### **17. Format and Signing of Bid**

- 17.1 The Service Provider shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service Provider to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Service Provider shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Service Provider is awarded the contract.

#### **D. Submission of Bids**

#### **18. Sealing and Marking of Bids**

- 18.1 The Service Provider shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
  - (b) bear the title of procurement activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number

indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITS Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Service Provider to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITS Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITS Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITS Clause 7, in which case all rights and obligations of the Purchaser and Service Providers previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITS Clause 19 will be rejected and returned unopened to the Service Provider.

**21. Modification and Withdrawal of Bids**

21.1 The Service Provider may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Service Provider’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITS Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Service Provider on the Bid Form. Withdrawal of a bid during this interval may result in the Service Provider’s forfeiture of its bid security, pursuant to the ITS Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of Service Providers' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Providers' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Providers' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Service Provider pursuant to ITS Clause 20.

22.3 Bids (and modifications sent pursuant to ITS Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service Providers.

22.4 The Purchaser will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Service Provider for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service Provider.

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a

substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITS Clause 15), **Applicable Law** (GCC Clause 27), and **Taxes and Duties** (GCC Clause 29), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Service Provider by correction of the nonconformity.

**25. Qualification & Evaluation of Bids**

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Service Provider is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITS Clause 13.3.

25.2 The determination will take into account the Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, pursuant to ITS Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITS Clause 24, as per Terms of Reference required

25.4 The Purchaser's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

**26. Contacting the Purchaser**

26.1 Subject to ITS Clause 23, no Service Provider shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Service Provider wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Service Provider to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Service Provider's bid.

**F. Award of Contract**

**28. Award Criteria**

28.1 Subject to ITS Clause 30, the Purchaser will award the contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Service Provider is determined to be qualified to perform the contract satisfactorily.

- 29. Purchaser's Right to Vary Duration and Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Purchaser's Right to Accept or Reject All Bids**
- 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider or Service Providers or any obligation to inform the Service Provider or Service Providers of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Service Provider in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Service Provider's furnishing of the Performance Gurantee pursuant to ITS Clause 33, the Purchaser will promptly notify each unsuccessful Service Provider and will discharge its bid security, pursuant to ITS Clause 15.
- 32. Signing of Contract**
- 32.1 After award letter, service provider integrate their branchless banking system with technology patner. At the same time as the Purchaser notifies the successful Service Provider that its bid has been accepted, the Purchaser will send the Service Provider the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within seven (07) days of receipt of the Contract Form, the successful Service Provider shall sign and date the contract and return it to the Purchaser.
- 33 Performance Gurantee**
- 33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Service Provider shall furnish the Performance Gurantee in accordance with the Conditions of Contract, in the Performance Gurantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Service Provider to comply with the requirement of ITS Clause 32 or ITS Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Service Provider at the risk of cost of orginal successful service provider or call for new bids.

### **34. Corrupt or Fraudulent Practices**

34.1 The Procuring Agency requires that Service Providers, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
- (iii) “collusive practice” is an arrangement among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public sector financed contract in Pakistan.

34.2 Furthermore, Service Providers shall be aware of the provision stated in sub-clause 5.4 and sub-clause 21.1 of the General Conditions of Contract.

**Part-I**  
**Section II. Bid Data Sheet**

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITS) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITS.

| <b>A-Introduction</b> |  |
|-----------------------|--|
| <b>ITS 1.1</b>        | Name of Procuring Agency: <b>Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Raod, Lahore.</b>  |
| <b>ITS 1.1</b>        | Name of Contract: “Hiring of Short Term Consultancy Services of Chartered Accountant Firm for audit and verification of Financial Transactions and markup invoices under Chief Minister Punjab Kissan Card Project”  |
| <b>ITS 4.1</b>        | Name of Purchaser: <b>Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit.</b>  |
| <b>ITS 6.1</b>        | For clarification purposes, the Employer’s address is:<br><b>Hafiz Abdur Rehman, Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit</b> Email:<br>habdurrehman67@gmail.com<br>Phone # 0333-6722015 (09:00 AM to 05:00 PM)<br><br>The Employer shall receive requests for clarification no later than <b>27-03-2025</b> during office hours from <b>Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Raod, Lahore</b> |
| <b>ITS 8.1</b>        | Language of the bid is: <b>English</b>   |

| <b>B-Bid Price and Currency</b> |   |
|---------------------------------|---|
| <b>ITS 11.2</b>                 | The price quoted shall be inclusive of all taxes & charges involved in the delivery / performance of contract in accordance with the General & Special Conditions of Contract, Terms of References, and Schedule of Requirements. |
| <b>ITS 11.5</b>                 | The price shall be in <b>Pak Rupees</b> and shall be <b>fixed</b> .   |

| <b>C-Preparation and Submission of Bids</b> |  |
|---|--|
| <b>ITS 13.2</b>                             | In case of exemption from any tax, duly issued and valid Exemption Certificate must be attached.   |
| <b>ITS 15.1</b>                             | <p><b>Amount of Bid Security: PKR 200,000/- (within 5% of the estimated cost of services)</b></p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan in favor of <b>Project Director, Chief Minister Punjab Kissan Card Project</b></p> <p><b>NOTE:</b> The amount of Performance Gurantee is 5% of the Contract Price in the form of Call Deposit, Demand Draft, Bankers' Cheque, Pay Order, or Bank Guarantee duly issued from a scheduled bank of Pakistan to be provided by the successful bidder before contract signing.</p>   |
| <b>ITS 16.1</b>                             | <b>Bid Validity Period: 90 days</b> after the date of opening of bid.  |
| <b>ITS 17.1</b>                             | <p>Bids shall be submitted in the format of <b><u>Singal Stage - Two Envelops</u></b> bidding procedures as provided in Punjab Procurement Rule-2014 (as amended). The envelopes shall be marked as <b><u>“Technical Proposal &amp; Financial Proposal”</u></b> along with the name and address of the bidder.</p> <p><b>Financial Proposal</b> shall be on prescribed forms i.e. Bid Submission Form &amp; Price Schedule. The above-mentioned forms are placed in Section V of part I of these bidding documents.</p> <p>The envelops of Technical Proposal and Financial Proposal shall be placed in a <b>common outer envelope</b> containing the <b>name of bidder</b> with the title: <b>“Hiring of Short Term Consultancy Services of Chartered Accountant Firm for audit and verification of Financial Transactions and markup invoices under Chief Minister Punjab Kissan Card Project”</b></p> |
| <b>ITS 18.2 (a)</b>                         | Address for Bid Submission:<br><b>Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Raod, Lahore</b>  |
| <b>ITS 18.2 (b)</b>                         | IFB Title and Number:-<br>Title: <b>“Hiring of Short Term Consultancy Services of Chartered Accountant Firm for audit and verification of Financial Transactions and markup invoices under Chief Minister Punjab Kissan Card Project</b><br>Number: <b>01/CM-PKC</b>   |
| <b>ITS 19.1</b>                             | Deadline for Bid Submission: <b>1100 Hrs on 28-03-2025</b>   |
| <b>ITS 22.1</b>                             | Time, Date, and Place for Bid Opening:<br><b>Time: 11.30 AM</b>  |

Date: 28-03-2025

Place: Office Project Director, Chief Minister Punjab Kissan Card Project, Agriculture Delivery Unit, 21-Davis Raod, Lahore

#### D- Bid Evaluation

| ITS 25.3   | MANDATORY REQUIREMENTS  |              |  |
|--|---|--------------|--|
| (Please attach valid copies of all certificates / relevant Documents)  |   |              |  |
| Sr. No.  | Documents   | LEAD Partner |  |
| 1  | Firm should be enlisted in category A&B on the State Bank of Pakistan's Panel of Auditors Maintained Under Section 35 (1) of Banking Companies Ordinance, 1962.                               | √            |  |
| 2  | Satisfactory QCR rating from Institute of Chartered Accountant of Pakistan (ICAP).  | √            |  |
| 3  | Affiliated with a reputable major/ global accounting Firm as a member Firm  | √            |  |
| 4  | Valid Income Tax Registration (Status Active with FBR)  | √            |  |
| 5  | Valid Registration with Punjab Revenue Authority for PST. In case successful bidder is not registered with PRA, it has to get registration before signing the Contract.                       | √            |  |
| 6  | Affidavit of non-blacklisting and correctness of information on prescribed format placed at <b>Annexure-I</b>   | √            |  |
| 7  | Must have at least 25 audit clients (must be companies and list of client with engagement letters to be provided).  | √            |  |
| 8.   | <b>Conflict of Interest:</b> The CA firm should not currently undertaking any Audit / Accounts assignment of the Bank of Punjab, as BOP is financial service provider for Kissan Card Project | √            |  |
| 25.5   | <b>Method of Selection: <u>Quality &amp; Cost-based Selection</u></b>   |              |  |
| Only consultant firm meeting a minimum of 70 points under technical evaluation would be considered for the financial evaluation. Following specific criteria would be assessed for evaluation of the consultant firm.  |   |              |  |
| The technical bid shall be evaluated based on the following:   |   |              |  |
| <ul style="list-style-type: none"><li>i. Number of partners in the firm within Pakistan.</li><li>ii. Experience of engagement partner</li><li>iii. Number of Qualified Professionals (CA, ICAEW and ACCA) employed by the firm in Pakistan.</li><li>iv. Number of Audit staff</li><li>v. Office in Lahore</li><li>vi. Government/ Semi Government Experience</li><li>vii. satisfactory completion of assignment</li><li>viii. No. of qualified professionals employed by the firm in Pakistan (CA, ICAEW, ACCA)</li><li>ix. Revenue of last financial year</li></ul> |   |              |  |

|  |   |
|--|---|
|  | <p>x. Relevant experience of the firm in agriculture sector<br/>Each Technical Bid shall be attributed a technical score (St). The Bidders scoring <b>less than seventy (70) percent</b> points shall be rejected and their Price Bid shall be returned unopened. The Technical Evaluation Scoring Criteria is given hereunder:</p> |
|--|---|

| <b>Sr. No</b> | <b>No. of partners</b>   | <b>Total marks</b> | <b>Range of Marks</b>   | <b>Source of verification</b>                              |
|---------------|--|--------------------|---|--|
| <b>1</b>      | <b>No. of Partners</b>   | 20                 | 05 Partner = 10 Marks<br>Additional 02 marks for each additional partner, maximum 10 additional marks<br>(list of partners to be attached)                  | Certificate of the partnership                             |
| <b>2</b>      | <b>Years of experience of engagement partners</b>  | 10                 | 10 years of experience = 04 Marks<br>Additional 01 year experience will get 01 mark, maximum 06 additional marks  | Registration with FBR                                      |
| <b>3</b>      | <b>No. of audit staff</b>  | 10                 | 50 staff = 05 marks<br>Additional 01 mark for 10 additional staff member, maximum 05 additional marks   | Pay roll for last three months                             |
| <b>4</b>      | <b>Office in Pakistan</b>  | 10                 | 03 offices in Pakistan = 10 marks<br>Less than 03 office in Pakistan = 05 marks   | Ownership / rent documents of the office                   |
| <b>5</b>      | <b>Government/ Semi Government Experience</b>  | 10                 | 05 Govt./Semi Govt. organization audit service in last three years = 05 marks<br>Additional each assignment will earn 01 marks, maximum 05 additional marks | Award Letter / Contract agreement / experience certificate |
| <b>6</b>      | <b>Satisfactory completion of assignments</b>  | 05                 | 1 mark for each "Satisfactory completion of assignment" certificate from each client.<br>Maximum 5 marks.   | Copy of certificate  |
| <b>7</b>      | <b>No. of qualified professionals employed by the firm in Pakistan (CA, ICAEW, ACCA)</b> | 10                 | 05 qualified professionals = 05 Marks<br>Additional 01 mark for each additional person maximum of 05 additional marks<br>(List to be attached)              | Pay roll of staff  |

|   |                    |  |            |  |                                    |
|---|--------------------|--|------------|--|------------------------------------|
|   | <b>8</b>           | <b>Revenue of last financial year</b>                        | 15         | UP to 50 million = 05 Marks<br>51-75 million = 10 Marks<br>Above 75 million = 15 Marks | Audited statement                  |
|   | <b>9</b>           | <b>Relevant experience of the firm IN AGRICULTURE SECTOR</b> | 10         | 05 Marks for each assignment in Agriculture sector                                     | Experience certificate from client |
|   | <b>Grand Total</b> |  | <b>100</b> |  |                                    |
| Financial proposals of consultants acquiring at least 70% in technical evaluation will be considered for financial evaluation and the consultant will be selected on least cost selection method as per PPRA Rules, 2014. |                    |  |            |  |                                    |

| <b>E-Contract Award</b> |   |
|-------------------------|---|
| <b>ITS 29.1</b>         | Percentage for quantity increase: <b>15%</b><br>Percentage of quantity decrease: <b>15%</b> |

### **Part-I Section III. Schedule of Requirements**

| <b>Scope</b> | <b>Description/ Requirements</b>   |
|--------------|--|
| 1            | Reporting on compliance level Between BOP and Agriculture Department as per approved agreement between Agriculture Department and BOP. |
| 2            | Finalization of markup subsidy amount  |
| 3            | Finalization of the first loss guarantee amount  |
| 4            | Other verification of invoices claimed by BOP  |
| 5            | Recommendations for lending and collection mechanism   |

**NOTE:**

**This 'Schedule of Requirements' shall be read in conjunction with ToRs as given in the next section.**

**DESCRIPTION OF THE ASSIGNMENT:**

Inadequate financial availability of farmers is a major constraint in further expansion of the agriculture sector. Conveniently, available adequate financial resources may cater to enhance agricultural productivity of the country for meeting growing food and fiber demands. It is particularly important to consider possible strategies for increasing farmers' access to credit facilities through efficient management of the scarce financial resources.

The project has been designed to maximize farmer's crop productivity through provision of Kissan Card with easy lending to the farmers, where most of the complexed functions including the collateralization of agricultural land and other lending procedures of banks are aimed to be automated and integrated with PLRA and NADRA databases providing access to formal credit at the very doorstep of farmers.

**The key objectives of the project are as follows:**

- i. To provide timely and adequate credit support to small farmers to ensure that they can meet their agricultural requirements without facing financial difficulties.
- ii. To offer flexible and affordable credit to small and marginal farmers, who have limited access to credit from commercial banking sector.
- iii. To increase agricultural productivity and income of farmers to improve their standard of livings.
- iv. To promote financial inclusion and access to credit for farmers, especially in rural areas.
- v. To support rural development and the overall growth of the agriculture sector in Punjab

**The salient features of the instant project are as follows:**

- i. All farmers, with land holding 1- 12.5 acres will be eligible.
- ii. Farmer has a registered mobile SIM against his own CNIC (PMD Verified)
- iii. Farmers who owned land and whose land record is available in PLRA will be entitled for loan facility.
- iv. Farmer will be verified digitally through creation of an interface between farmers registration database (by PITB) and PLRA record.
- v. Upon registration and verification of land, verification from NADRA, PMD, eCIB, farmer will be issued a Kissan Card by BOP.
- vi. Initially loan facility will be provided to 750,000 farmers on first come first serve basis.
- vii. Maximum loan per farmer per season will be Rs. 150,000 for 5 Acres (@PKR 30,000/acre).
- viii. Loan amount can only be used for purchase of agriculture inputs (Fertilizer, Seed etc).
- ix. A closed loop wallet system, to be developed by BOP, will be used for utilization of the loan.

- x. Agriculture input dealers (mainly fertilizer and seed dealers) will be registered by BOP and PoS machine, or any such alternate system, will be provided by BOP to those dealers.
- xi. 30% cash withdrawal facility has been granted to PKC holders against the approved loan amount of the farmer.
- xii. Only an amount Rs. 1000 per acre will be charged from the farmers as service charges per season per loan with a maximum limit of Rs. 5000 per loan per crop season.
- xiii. The interest cost will be borne by Government of the Punjab.
- xiv. A farmer who timely repay his loan, will be entitled to avail loan for next crop season, provided the scheme is extended by Government of the Punjab beyond Rabi 2024-25.
- xv. A formal contract containing T&C of engagement of BOP has been signed between Government of the Punjab and BOP.
- xvi. Lien marking will only be done in case the farmer doesn't timely repay loan and permission for lien marking will be taken from the farmer by BOP at the time of registration for Kissan Card.
- xvii. Online lien marking system will be used as mortgage against the loan amount as it has been practiced in the previous loan scheme, commonly known as E-Credit Scheme (2016-17 to 2021-22).
- xviii. PITB will extend technological support to the scheme for development & maintenance of digital portal (Easy Credit loan portal) and facilitation of reconciliation process.
- xix. 30% cash withdrawal facility through ATM in order to cater their cash needs for agriculture purpose
- xx. Agriculture department shall also consider the farmers of non-digitized Mouzas for provision of Kissan Cards

## **Specific Terms of Reference / scope of Work**

The Chartered Account (CA) Firm shall perform the services under these Terms of Reference (TOR), set hereby, and Service Agreement set forth and project guidelines

- Development of framework for execution and reporting of the project
- Identify Key Performance Indicators (KPIs) to be Evaluated in light of the Service Agreements between Agriculture Department and the Bank of Punjab (BOP) for verification of markup invoice and number of defaulted farmers and amount defaulted by the defaulters which will be paid as first loss guarantee to BOP (Maximum 30% first loss guarantee).
- Verification and compliance with agreements between BOP and Agriculture Department
- To identify and mitigate any discrepancies and irregularities in the financial management of the scheme.
- Present the audit findings to PD of the project
- The assignment is expected to be completed within a period of 06 months, starting from the date of contract signing.
- The CA firm shall provide a detailed work plan and timeline in the inception report.
- The CA firm shall deploy a team of qualified and experienced professionals, skilled in identifying and mitigating financial risks.
- Verification of **borrower farmers** against the approved criteria for availing Kissan card
- **100% verification of principal amount** disbursed by the bank of Punjab and the amount utilized by the borrowing farmers.
- **100% verification of Mark-Up Invoices** generated by BOP as per the agreed time schedule for repayment of loan (15th April for Rabi 2024-25) by borrowing farmers and calculation of markup rates and service charges per acre to be paid by the borrowing farmers. Ultimately recommending the markup payment to be made to BOP by the Client.
- **100% verification of defaulting farmers** and the amount due to be recovered along with markup wef 15-05-2025, thus verification of the amount to be paid as first loss guarantee by Government of the Punjab to Bank of Punjab as per the agreement between Agriculture Department and BOP. The Audit Firm will verify the defaulters principal loan amount to be claimed by the bank as first loss guarantee as per terms & conditions mentioned in the contract agreement between Agriculture Department and BOP
- Verification of principal loan amount and markup recovered from defaulting farmers beyond 15<sup>th</sup> May 2025.

### **Time Schedule:**

For a period of maximum 06 months for verification of invoices for Rabi 2024-25 by signing of contract Agreement.

**DELIVERABLES:** The selected Chartered Accountant Audit Firm will be responsible for the following tasks:

| <b>Component</b>   | <b>Description</b>   | <b>Delivery Time</b>  |
|--------------------|--|---|
| <b>Component-A</b> | Development of framework for execution and reporting                               | Within 07 days of engagement  |
| <b>Component B</b> | Verification and compliance with agreements between BOP and Agriculture Department | Within 07 days after the recipient of invoice from the bank   |
| <b>Component C</b> | Verification of defaulters farmers and amount to be paid as first loss guarantee   | Within 15 days after receipt of invoiced amount as first loss guarantee<br>(to be generated by BOP on or after 15 <sup>th</sup> May 2025 for rabi 2024-25 crop) |

| <b>Scope</b>           | <b>Description</b>  | <b>Delivery Time</b>  |
|------------------------|---|---|
| <b>Component A</b>     | Inception report containing Development of framework for execution and reporting                                    | Within 07 days of engagement  |
| <b>Component B</b>     | 100% verification of amount disbursed by the bank of Punjab and Mark-Up Invoices                                    | Within 07 days after the recipient of invoice from the bank   |
| <b>Component C</b>     | Verification of defaulters amount to be paid as first loss guarantee by Government of the Punjab to Bank of Punjab. | Within 15 days after receipt of invoiced amount as first loss guarantee<br>(to be generated by BOP on or after 15 <sup>th</sup> May 2025 for rabi 2024-25 crop) |
| <b>Component D</b>     | Verification of repayment of defaulted amount   | Within the last date of contract signed   |
| <b>Component E</b>     | Report on compliance level b/w BOP and Agriculture Department   | After making payment of all invoiced amount to Bank   |
| <b>Total Bid Price</b> |   | <b>5 Million</b>  |

**Part-I Section V. Bidding Forms**

**1. Bid Submission Form**

Date: \_\_\_\_\_  
Ref. No: \_\_\_\_\_

To  
Project Director  
CM-Punjab Kissan Card Project,  
Agriculture House, Agriculture Delivery Unit, 21-Davis Raod, Lahore,

Having examined the bidding documents, I / we, the undersigned, offer to provide Short Term Consultancy Services as Chartered Accountant Firm for audit and verification of Financial Transactions and markup invoice under Chief Minister Punjab Kissan Card Project "in conformity with the said bidding documents, including ToRs and Schedule of Requirements, contained therein, as for the sum as mentioned in Schedule of Prices or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

I / We undertake that, if my / our Bid is accepted, to provide the Services in accordance with the delivery schedule specified in the Schedule of Requirements and ToRs.

If my / our Bid is accepted, I / we will obtain the **guarantee of a bank in a sum equivalent to 5% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

**I / We agree to abide by this Bid during the bid validity period starting from the date fixed for Bid opening** under Clause 22 of the Instructions to Service Providers, and it shall remain binding upon me / us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by me / us to agents relating to this Bid, and to contract execution if I / we are awarded the contract, are listed below:

| <b>Name and address of agent</b> | <b>Amount and Currency</b> | <b>Purpose of Commission or gratuity</b> |
|----------------------------------|----------------------------|--|
| _____                            | _____                      | _____                                    |
| _____                            | _____                      | _____                                    |
| _____                            | _____                      | _____                                    |

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 2. Price Schedules

| Scope                  | Description   | % of total contract amount          |
|------------------------|---|-------------------------------------|
| Component A            | Inception report containing Development of framework for execution and reporting                                    | 15%                                 |
| Component B            | 100% verification of amount disbursed by the bank of Punjab and Mark-Up Invoices                                    | 40%                                 |
| Component C            | Verification of defaulters amount to be paid as first loss guarantee by Governemnt of the Punjab to Bank of Punjab. | 20%                                 |
| Component D            | Verification of repayment of defaulted amount   | 10% (@ 02 % per month for 5 months) |
| Component E            | Report on compliance level b/w BOP and Agriculture Department   | 15%                                 |
| <b>Total Bid Price</b> |   | <b>5 Million</b>                    |

Signature of Bidder \_\_\_\_\_ Date: \_\_\_\_\_

**Part-II Section I. Contract Forms**

**1. Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Project Director, Chief Minister Punjab Kissan Card, Agriculture Delivery Unit, 21-Davis Road, Lahore.** (hereinafter called “the Purchaser”) of the one part and [*name of Service Provider*] of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Purchaser invited bids for“Hiring of Short Term Consultancy Services of chartered Accountant Firm for audit and verification of Financial Transactions and markup invoice of Chief Minister Punjab Kissan Card Project "and has accepted a bid by the Service Provider for the supply of these services for a sum of [contract price in words & figures] (hereinafter called “the Contract Price”):

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Service Provider;
  - (b) the Schedule of Requirements;
  - (c) Scope of the Assignment / Deliverables
  - (d) the Terms of Reference (including any subsequent modifications made at the time of contract award);
  - (e) the General Conditions of Contract;
  - (f) the Special Conditions of Contract; and
  - (g) the Purchaser’s Notification of Award
  - (h) Mutually agreed Implementation Plan between Client and the Service Providers
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS OF SERVICES IN**  
**CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

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

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title:

\_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to **indemnify GoPb** for any loss or damage incurred by it on account of its corrupt

business practices and further pay compensation to GoPb in an **amount equivalent to ten times** the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Buyer: .....

.....

Signature: .....

.....

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

## Part-II Section II. General Conditions of Contract

### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: In this Contract, the following terms shall be interpreted as indicated:

- 1.1 “Account” means a bank account of \_\_\_\_\_ wherein funds shall be given by GoPb in form of a cheque and debited through electronic fund transfers in real-time on subscription of each subsidy voucher for purposes of the Agreement.
- 1.2 “Applicable Rules” means Punjab Procurement Rules 2014 (amended Jan, 2016).
- 1.3 “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4 “API” mean Application Program interface
- 1.5 “Beneficiary” means and the farmer availed the Punjab Kissan Card Facility.
- 1.6 “Business Day” means a day on which banks in the Islamic Republic of Pakistan are open for business.
- 1.7 “Client” means the Procuring Agency that signs the Contract for the Services with the Selected Service Provider.
- 1.8 “CNIC” means the Computerized National Identity Card issued by the National Database and Registration Authority, Pakistan
- 1.9 “Contract” means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- 1.10 “Effective Date” means the date on which this Contract comes into force and effect.
- 1.11 “Force Majeure” means and includes an event which is beyond the reasonable control of a Party, not foreseeable, unavoidable, and which makes a Party’s performance of obligations mentioned hereunder impossible or so impracticable as reasonably to be considered impossible in particular circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force

Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include:

- (a) any event, which is caused by the negligence or intentional action of a Party or its agents or its employees;
- (b) any event, which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of the Agreement, and avoid or overcome in the carrying out of its obligations hereunder; and
- (c) Insufficiency of funds or failure to make any payment required hereunder.

1.12 “GCC” means these General Conditions of Contract.

1.13 “Kissan Card” mean the Credit Card for farmer, which can be used at agent and agri retailer shops.

1.14 “Markup” means the interest rate offered by {BBO} on day end balance of amount laid with {BBO} provided by GoPb for disbursement.

1.15 “PITB” means Punjab Information Technology Board. PITB is facilitating GoPb, Agriculture Department for system connectivity and data portal with regard to the Subsidy Vouchers.

1.16 “Registered Farmer” means any farmer registered in the database of GoPb.

1.17 “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.18 “Services” means the services to be provided by \_\_\_\_\_ specifically mentioned in clause 3 of this Agreement.

1.19 “Service Provider” means a legally-established professional consulting firm or entity selected by the GoPb to provide the Services under the signed Contract.

1.20 “SMS” means the electronic short messaging service sent to beneficiary from Purshaser’s provided masking in addition to disbursement message

1.21 “Technology Partner” means is facilitating GoPb, Agriculture Department for system connectivity and stakholder integration for system development.

## **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 3. Country of Origin**
- 3.1 For purposes of this Clause, “origin” means the place from where the Services are supplied.
- 3.2 The origin of Services are distinct from nationality of the Service Provider.
- 4. Standards**
- 4.1 The Services provided under this Contract shall conform to the standards mentioned in the Terms of Reference, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Services’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Service Provider shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Service Provider shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider’s performance under the Contract if so required by the Purchaser.
- 5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider’s accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof.
- 7. Performance Gurantee**
- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Service Provider shall furnish to the Purchaser the Performance Gurantee in the amount specified in SCC.

- 7.2 The proceeds of the Performance Gurantee shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3 The Performance Gurantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 7.4 The Performance Gurantee will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Terms of Reference shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Service fail to conform to the Specifications, the Purchaser may reject the Services, and the Service Provider shall either replace the rejected Service or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Services after the Services' arrival in Pakistan shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Purchaser or its

representative prior to the Services' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

**9. Delivery and Documents**

9.1 Delivery of the Services shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.

9.2 Documents to be submitted by the Service Provider are specified in SCC.

**10. Insurance**

10.1 The Service supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**11. Incidental Service**

11.1 Prices charged by the Service Provider for incidental Services, if not included in the Contract Price for the Services, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Service Provider for similar Services.

**12. Warranty**

12.1 The Service Provider warrants that the Services supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Services supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Services in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the Services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 12.3 The Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Services without costs to the Purchaser.
- 12.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract.

### **13. Payment**

- 13.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 13.2 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.
- 13.4 The currency of payment is Pak. Rupees.

### **14. Prices**

- 14.1 Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

### **15. Change Orders**

- 1.1 The Purchaser may at any time, by a written order given to the Service Provider pursuant to GCC Clause 28, make changes within the general scope of the Contract in any one or more of the the Services to be provided by the Service Provider
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Purchaser's change order.

- 16. Contract Amendments** 16.1 Subject to GCC Clause 15, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 17. Assignment** 17.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 18. Subcontracts** 18.1 The Service Provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.
- 18.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 19. Delays in the Service Provider's Performance** 19.1 Performance of the Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 19.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 19.3 Except as provided under GCC Clause 22, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.
- 20. Liquidated Damages** 20.1 Subject to GCC Clause 22, if the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual performance or delivery, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 21.

## **21. Termination for Default**

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to perform any or all of Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 19; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 21.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **22. Force Majeure**

22.1 Notwithstanding the provisions of GCC Clauses 19, 20, and 21, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the

Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**23. Termination  
for Insolvency**

23.1 The Purchaser may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**24. Termination  
for  
Convenience**

24.1 The Purchaser, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Services that are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services

**25. Resolution of  
Disputes**

25.1 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Contract dispute, either party may

require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and / or arbitration.

**26. Governing Language**

26.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 27, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**27. Applicable Law**

27.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**28. Notices**

28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**29. Taxes and Duties**

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Purchaser.

## Part-II Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

The Purchaser is: **Project Director, Chief Minister, Punjab Kissan Card, ADU, 21-Dvais Raod Lahore.**

The Purchaser's country is: **Islamic Republic of Pakistan**

The Service Provider is: [Detail]

The Project Site is: **Punjab**

### 2. Performance Gurantee (GCC Clause 7)

GCC 7.1—The amount of performance gurantee, as a percentage of the Contract Price, shall be **5% (five per cent of the Contract Price)** in the shape of CDR, Pay Order, Demand Draft, Banker's Cheque, or Bank Guarantee duly issued from a scheduled bank of Pakistan.

### 3. Insurance (GCC Clause 10)

GCC 10.1— **Insurance coverage of all types is Service Provider's responsibility, he/she may arrange appropriate insurance coverage.**

### 4. Payment (GCC Clause 13)

GCC 13.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

- i. All payments shall be made in PKR
- ii. Billings and payments in respect of the fee shall be paid in instalments as per deliverables as mentioned in **Scope of Assignment**, after submission of the reports and documents etc., mentioned therein, and following approval of same by the Agriculture Department. Payments shall be made within 30 days from approval of the relevant reports and documents and provided that an invoice therefore has been submitted to the Agriculture Department.
- iii. until the date of termination or completion of the Project, whichever occurs earlier, the **Name of CA firm** shall send to the Agriculture Department an invoice based on actual expenses incurred by the **Name of CA firm** at the end of each month from the date of mobilization until the date of

termination or completion of the Project, whichever occurs earlier;

- iv. All payments under this Agreement shall be made to the invoicing party namely, the **Name of CA firm** or Consortium members or the sub-contractors approved provided that in the case of invoices raised by consortium members/ sub-contractors mentioned, such invoices will be verified by the **Name of CA firm**. In any case, all payments will be accounted for in total lump sum fee to be paid to **Name of CA firm** except any other expense allowed separately under this Agreement. The account details for payment will be provided by the **Name of CA firm** to the Agriculture Department.

## 5. **Prices (GCC Clause 14)**

GCC 14.1—Prices shall be: **Fixed**.

## 6. **Liquidated Damages (GCC Clause 20)**

GCC 20.1—Applicable rate: 0.01 % of contract price per day  
Maximum deduction: 5 % of Contract Price

## 7. **Resolution of Disputes (GCC Clause 25)**

GCC 25.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 25.1 shall be as follows:

In the case of a dispute between the Purchaser and the Service Provider, the dispute shall be referred to arbitration at Lahore in accordance with the Pakistan Arbitration Act, 1940.

## 8. **Governing Language (GCC Clause 26)**

GCC 26.1—The Governing Language shall be: English.

## 9. **Applicable Law (GCC Clause 27)**

GCC 27.1-

- i. This contract is governed by The Contract Act of Pakistan 1872, the rights & responsibilities of all the parties to this contract shall be interpreted as such
- ii. All other laws of Pakistan are also applicable on this contract.

## 10. **Notices (GCC Clause 28)**

GCC 28.1—Purchaser's address for notice purposes – : **Project Director, Chief Minister, Punjab Kissan Card, ADU, 21-Dvais Raod Lahore.**

—Service Provider's address for notice purposes:

**Annexure-I**  
**Affidavit for Correctness of Information and Non-Blacklisting**  
*(To be printed on PKR 100 Stamp Paper)*

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

*Signed by an authorized representative*

Name of the Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure – II**

Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney(“**Power of Attorney**”), \_\_\_\_\_ [*Insert name firm/Consortium*] having its registered office at [---- - ], does hereby nominate, appoint and authorize Mr. \_\_\_\_\_, having CNIC No. \_\_\_\_\_ hereinafter referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

Sign and submit to **Project Director, Chief Minister, Punjab Kissan Card, ADU, 21-Dvais Raod Lahore** or its authorized nominee, the EOI/Tender/Bid of Consultancy Firm for “Hiring of Short Term Consultancy Services of chartered Accountant Firm for audit and verification of Financial Transactions and markup invoice of Chief Minister Punjab Kissan Card Project”, in response to the EoI advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the EOI/Tender/Bid.

- i. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- ii. do and carry out all other actions as may be required by the Procuring Agency in connection with the EOI/Tender/Bidding process as a whole;
- iii. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- iv. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents ,instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [*Insert name of Firm/Consortium*], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us. Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [Date].

**FOR: [INSERT NAME OF APPLICANT FIRM/ CONSORTIUM]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC/Passport No. : \_\_\_\_\_

**Annexure – III**  
**Litigation History**

NAME: *(APPLICANT OR MEMBER(S) OF JOINT VENTURE)*

| <b>Year</b> | <b>Award FOR or AGAINST Applicant</b> | <b>Name of Client, Cause of litigation and matter in dispute</b> | <b>Disputed amount (Current value in Pakistani Rs. or US\$ equivalent)</b> |
|-------------|---------------------------------------|--|--|
|             |                                       |  |  |
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**Annexure – IV**  
**Performance Gurantee Form**  
**(Bank Guarantee)**

To:

[*Client Address*]

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated \_\_\_\_\_ 20\_\_\_\_ to supply [*description of goods and services*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as Gurantee for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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

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

\_\_\_\_\_  
[*date*]