

Ref: _____



**Expression of Interest [EOI] Document
for
Short term Individual Consultancy Services to
“Identifying the success factors of increased sale
and recharge rate of subsidized wheat seed in FY
2021-22”**

Issued To:

Issued On:

Signature of:

Issuing Officer:

CHIEF TECHNICAL ADVISOR
AGRICULTURE DELIVERY UNIT
GOVERNMENT OF THE PUNJAB
AGRICULTURE DEPARTMENT
LAHORE

SECTION – I

INTRODUCTION

1.1 DEFINITIONS

In this document, the following terms shall be interpreted as defined below:

Procuring Agency:	Chief Technical Advisor (ADU), Agriculture Department, Government of the Punjab, Lahore, Pakistan.
Applicant:	Means any individual/ person, that is eligible, has the expertise and ability to undertake the Assignment as per the requirements of this EOI Document and has not been blacklisted/debarred by any public sector organization or department anywhere.
Assignment/Scope of Work:	Means the works to be undertaken and services to be provided by the Applicant in accordance with this EOI Document upon being selected as a successful bidder after the bidding process to be conducted.
Due Date:	The date mentioned in advertisement as deadline for submission of EOI application.
EOI:	Expression of Interest to be submitted by the Applicants containing the information as set out and required under this EOI Document.
E-Voucher	shall mean the voucher recommended by GoPb with specifications having subsidy number printed on it
Division	DG Khan, Bahawalpur, Sahiwal and Gujranwala Division

1.2 BACKGROUND OF THE PROJECT

Keeping in view the importance of agriculture sector in the economy, the government has launched Prime Minister's National Agriculture Emergency Program. Objective of the program is to increase agriculture productivity significantly over the next five years to turn around the sector. Pakistan has the potential to drastically increase aggregate production of major crops but the gap in the yield per acre between progressive and ordinary farmers is double due to lack of application of certified seed and other factors.

Quality & certification of seed has a direct and significant bearing on productivity. The application for certified seed has not, however, been easily adopted/accepted by farmers because of intricacies of technology and practices connected with it. Therefore, in order to raise productivity of crops on a sustainable basis, it is necessary to promote production and use of certified seed.

Government of Punjab in collaboration with Federal Government will give direct Subsidies through E-voucher system-. This direct subsidy will be provided on the purchase of certified seed from dealers of pre-qualified Suppliers.

1.3 SCOPE OF ASSIGNMENT

Individual Consultant will provide following services in following divisions. An applicant/consultant can apply for one Division only, having domicile form the district of division in which consultant has expressed his/her interest

Service Name	Description
Identifying the success factors of increased sale and recharge rate of subsidized wheat seed in FY 2021-22	<ul style="list-style-type: none">• Conducting detail Wheat seed subsidy survey in DG Khan, Bahawalpur, Sahiwal and Gujranwala division• Impact of certified seed on Crop productivity• Farmer Awareness about E-voucher system

1.4 Implementation arrangements of Distribution of E- Voucher Subsidy

- i. PITB/ Technology partner will develop an online portal for generating unique codes for seed Supplier/distributor/companies.
- ii. Seed companies shall place request for generating unique codes before Agriculture Department (GoPb) along with mandatory documents required by the department for permitting generation of unique codes in accordance to quantity of seed imported/produced.
- iii. GoPb after approval of request shall intimate PITB/ technology partner to add capping of seed Company on online portal for generating unique codes and will inform seed Company.
- iv. Seed Company, then, will generate unique codes from online portal but will not have access to view the codes' list in order to minimize human intervention.
- v. Seed Companies will have an agreement with a Security Label Supplier Company for printing unique codes.
- vi. Security Label Supplier shall have access for downloading unique codes generated by the Seed Company.
- vii. Seed suppliers shall place Purchase order to Security Label Supplier.
- viii. Security label supplier will prepare the security labels with unique codes according to the given specifications and deliver to the Seed Company.
- ix. Seed supplier will durably affix the security label on the inside of the bag before filling seed so that part of it is visible above the seam after stitching.
- x. Farmer will scratch the code and send secret code with CNIC on a short code dedicated for GoPb to PITB/technology partner.
- xi. PITB/technology partner will verify the secret code and CNIC of the farmer.
- xii. CNIC of Registered farmer will be shared with Branchless Banking Operator by PITB/technology partner.
- xiii. The farmer will receive instructions by SMS about subsidy amount
- xiv. Loaded voucher can be redeemed from Mobile merchants (BBO) retailers
- xv. Non-registered farmer will receive instructions to get himself registered through a local Agriculture Officer or through Agri. help line and follow step I to V.

SECTION – II INSTRUCTIONS TO APPLICANTS

FRAUD & CORRUPTION

- i. The Procuring agency requires that the Applicant observes the highest standard of ethics in relation to submission of EOI for short-listing and further documents required for short-listing and thereafter.
- ii. The Procuring agency will reject a proposal for short-listing if it determines that the Applicant has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question and will declare the applicant ineligible, either indefinitely or for a stated period of time.
- iii. Any misinformation, forged / fake documents / statements etc. will lead to disqualification at short listing stage in addition to any other action as per law.

ELIGIBILITY

An Applicant or any of its Members, declared Insolvent/blacklisted / debarred by any public-sector organization or department in Pakistan shall be ineligible for short-listing.

The applicants should belong to eligible countries as per current policies of the Federal Government of Pakistan.

LANGUAGE

Language of this EOI and subsequent all processes and correspondences shall be English.

EOI ADVERTISEMENT

The EOI advertisement shall form an integral part of the EOI Document.

CLARIFICATIONS IN RELATION TO EOI DOCUMENTS

- i. An Applicant requiring any clarification in relation to the EOI Document shall contact The Procuring Agency in writing at the address indicated in this EOI Document.
- ii. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline/Due Date for submission of the EOI.

AMENDMENTS IN EOI DOCUMENTS

- i. At any time prior to the deadline for submission of EOI, The Procuring agency may amend the EOI Document by issuing an addendum.
- ii. Any addendum issued shall be part of EOI Document.
- iii. To give Applicants reasonable time to take an addendum into account in preparing their applications, The Procuring agency may, at its discretion, extend the deadline for the submission of applications.
- iv. No objection shall be entertained regarding the terms & conditions of this EOI Document after deadline for submission of EOI.

CHANGE IN INFORMATION PROVIDED TO PRE-QUALIFICATION AGENCY

The Applicant shall immediately report to the Procuring agency in writing any change in the information provided in its EOI. The determination of whether the change is material/services shall be in Procuring Agency's sole and exclusive discretion and any material change could also lead to

disqualification of such Applicant. Any failure to report change by the Applicant shall constitute grounds for disqualification.

COST OF APPLICATION

- i. The Applicant shall bear all costs associated with the preparation and submission of EOI. The Procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short-listing process.
- ii. The Procuring agency will not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation or delivery of proposals or visits to any office or site.
- iii. The Procuring agency shall be under no obligation to return any EOI or supporting materials submitted by the Applicant.

DOCUMENTS ESTABLISHING THE ELIGIBILITY OF APPLICANT

To establish its eligibility, the Applicants shall complete all eligibility requirements as set out in this document supported by verifiable documentary evidence. Applications without complete supporting documentary evidence, as required under this EOI, shall be considered non-responsive and shall be rejected.

DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF APPLICANT

To establish its qualifications, the Applicant shall provide the information requested in the corresponding sheets, evaluation criteria etc. in the form of verifiable documentary evidence.

SIGNING THE APPLICATION

- i. The Applicant shall prepare and submit the EOI as described in this document. The EOI shall be signed by a person duly authorized on behalf of the Applicant through Power of Attorney.
- ii. Original written Power of Attorney authorizing the signatory of the Application to act for and on behalf of the Applicant shall be attached with the application according to the given Annexure-II.
- iii. Every page and every form of EOI shall be signed and stamped by the Signatory of the Application.

SEALING AND IDENTIFICATION OF APPLICATION

The Applicant shall enclose ONE Original and one copy of its EOI in a sealed envelope that shall:

- i. Bear the name and address of the Applicant,
- ii. Be addressed to the Agriculture Delivery Unit, 21 Davis Road, Lahore.
- iii. Bear the specific identification of this short-listing process indicated in the EOI Document and shall be clearly marked the subject title.
- iv. Each EOI shall be in English accompanied by all the supporting documents. If any original supporting document is not in English, a certified translation of the same in English shall be provided by the Applicant.
- v. Applicants are also required to state, in their proposals, the name, title, phone & fax numbers, e-mails, and addresses of their Primary Contact and Secondary Contact, through whom all communications shall be directed until the procurement process has been completed or terminated.
- vi. The Procuring agency will accept no responsibility for not processing any envelope that was not identified as required.

OPENING OF APPLICATIONS

The Procuring agency shall open (all) application(s) on the time & date indicated in EOI advertisement.

CONFIDENTIALITY

Information relating to the evaluation of Applications, and recommendation for short-listing, shall not be disclosed to the Applicants or any other persons not officially concerned with such process until the notification of short-listing is made to all Applicants.

CLARIFICATIONS OF APPLICATIONS

- i. To assist in the evaluation of applications, The Procuring agency may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- ii. If an Applicant does not provide clarifications of the information requested by the deadline, the application shall be evaluated based on the information and documents available at the time of evaluation of the application. Failing to provide requisite information may lead to rejection / disqualification of application.

RESPONSIVENESS OF APPLICATIONS

All applications not responsive to the requirements of the EOI Documents shall be rejected.

NOTIFICATION OF SHORT-LISTING

The purpose of this EOI Document / Advertisement is to pre-qualify Firms. The Procuring agency shall promptly notify each Applicant as to whether or not it has been shortlisted after completing the process and procedure of short-listing.

INTERPRETATION & FINAL DETERMINATION

The interpretation and final determination of any matter relating to the EOI Document, all enclosed documents, sections, compliance documents etc. as well as any additional or supplementary information required by The Procuring agency will be at Procuring Agency's sole discretion which shall be final and binding on the Applicants.

USE OF INFORMATION

Permission for disclosure of information submitted by an Applicant as part of the EOI is not required for the release of information to The Procuring Agency, its governing bodies/departments, its consultants, advisors and personnel for the purpose of evaluation of application and short-listing.

CONFLICT OF INTEREST

The Procuring agency may confirm the status of the Applicant for the sake of conflict of interest before completion of the hiring process. For this purpose, the Applicant shall be required to provide this information in specific terms and any misrepresentation shall be made a ground for rejection. Applicants shall note that in case of their selection, any such links, if detected during the course of their contract, would be reported by The Procuring agency to PPRA for cancellation of its registration/license leading to their blacklisting.

GOVERNING LAW

The governing laws of the Project and the contract there to shall be laws of Pakistan (where Federal laws are applicable) and laws of Punjab (where provincial laws are applicable). The procurement process will be governed under the Punjab Procurement Rules 2014 (as amended up to date) & Regulations as available on the day of publication of this EOI, instructions of the Government of the Punjab received during the completion of the process, and other applicable laws of Punjab Province. The Rules may be downloaded from the Punjab Procurement Regulatory Authority ("PPRA") website

Moreover, the entire EOI Document shall be construed in the light of these Rules.

SECTION – III

TERMS OF REFERENCE (ToRs)

TORS FOR IDENTIFYING THE SUCCESS FACTORS OF INCREASED SALE AND RECHARGE RATE OF SUBSIDIZED WHEAT SEED IN FY 2021-22 THROUGH THIRD PARTY VALIDATION

1. Objective of the Assignment:

Agriculture department intends to hire services of a qualified individual consultants to conduct comprehensive study duly supported with research and analysis. The objective of the study is to provide strong analysis to Identify the success factors of increased sale/ recharge rate of subsidized wheat seed in FY 2021-22.

2. SCOPE, DUTIES, AND RESPONSIBILITIES OF EACH INDIVIDUAL CONSULTANT

The consultant will be responsible for providing diagnostics and situation assessment and provide a sound evidence-base to inform competent authority about key success factor of the E- voucher system and

Duties and responsibility of the consultant are included but not necessarily limited to:

- Develop detailed study design including a timeline covering phases and processes of implementation, research techniques, sample and methods used in each step.
- Review and analysis of existing PITB developed Voucher redemption dashboard
- The Consultant will Analyze the data of 90,000 farmers who have availed the subsidy in FY 2021-22 and will prepare the report which should cover:
 - Year wise certified seed usage rate of subsidized farmers,
 - Geographical distribution of subsidy under certified seed
 - Company wise recharge pattern
 - Dealer wise distribution of certified seed and its recharge
 - Payment dates in project life
 - Primary survey from a randomly selected sample from the population of 90,000 farmers
 - Randomization methodology
 - Software used for completing the assignment
- Provide technical assistance in estimating the coming year Target and redemption rate of vouchers

- Evolve new/innovative approaches to planning and implementation issues addressing the overall E-voucher system , farmer registration system and Voucher redemption system.
- Formulate a set of key performance indicators and means of assessment against these indicators for E-voucher activities to be implemented
- Propose recommendations about E-voucher modalities to ensure achievement of envisaged seed replacement objectives
- Address issues and suggest solution to the problems related to technical aspects of E-voucher as confronted by the farmers
- Prepare a comprehensive training plan including processes, tools and analytical framework for capacity building of stakeholders in E-voucher redemption Processes.
- Identify the most efficient and cost effective tools and techniques for reaching E-voucher information to the farmers.

3. ROLE OF CLIENT AGENCY:

1. Access of wheat seed Portals, which have details of Farmers, Dealers, and pre-qualified company
2. Coordination facilitation in farmers survey
3. Copy of the approved PC-1
4. Provisions of EOIs/ Contract Agreement of Seed suppliers

4. QUALIFICATION AND EXPERIENCE REQUIREMENTS

- 16 years education in agriculture, Economics, Development studies, Engineering or other related fields
- Sound knowledge of ICT related systems
- Overall minimum 10 year of experience
- Preferably, knowledge of development sector
- Must have strong portfolio of related past work
- Domiciled form the district of division in which consultant has expressed his/her interest

5. DELIVERABLES AND LINKED PAYMENTS

The payments are linked with submission and approval of following deliverables. All deliverables must be submitted in MS Word, Excel and in power point presentation, The consultant will ensure that all deliverables listed in the TORs are submitted on time and to a quality acceptable to the

Client (specified below). Remuneration as per deliverable will be rewarded after deduction of applicable taxes based on:

- A review and approval of final deliverables by the Technical Advisor

Sr.	Deliverables against Timelines	Payment % age
1.	Inception report: Within 10-Days - Submission of inception report including work plan, with a detailed field plan, Questionnaire, containing research methodology and instruments, background meetings and timelines for carrying out the overall task.	30
2	Survey report of randomly selected farmers/stakeholder	30
3	Submission of First draft: All/chunk of research to be completed within 45 days since contract signing. Submission of complete 1st draft with all analysis will be submitted to CTA	20
4	Submission of Final analysis: With 1 week of client’s feedback: Final Analysis should be compatible with the feedback from the Client. The final output of the assignment for the Consultant will be detailed analysis , which will cover the scope of work mentioned above and any other pertinent issues that may not have been included in the scope but can have a significant impact on the investment options for the purpose of which this task was undertaken.	20
4.	The consultant will also submit the final report in MS word and a Power point presentation	-

- All expenses related to the consulting services including travel, transport, boarding, lodging and communication expenses will be paid by the consultant
- Consultant may comment on TORs and timelines of the deliverables

6. DURATION OF ASSIGNMENT:

From 1 Feb to June 30th (tentative).

Proposal/Application Submission Form

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Professional Consulting services (.....) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Proposal for a period of _____ days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

1. Detail of Applicant

1	Detail	Description
2	Name	
3	S/D/W of	
4	Age	
5	CNIC No.	
6	Division Applied for	
7	Domicile District	
8	Cell No.	
9	Specialty	
10	Total years of experience	
11	Employment History	(please attached)
12	Detail resume (please attached)	

Please attached relevant documents

2. Technical Proposal

Detail CV

with detail of work done during the past

3. Financial Proposal

Price Schedule

Sr. no.	Activity	Amount (PKR)	Time Line (Days)	% Age
1	Inception report			30
2	Survey report of randomly selected farmers/stakeholder			30
3	Submission of First draft:			20
4	Submission of Final analysis:			20
Total		Amount (PKR)	Time (Days)	

Consultant Selection/ Evaluation Criteria

Contracting: Consultancy Services for Identifying the success factors of increased sale and recharge rate of subsidized wheat seed in FY 2021-22.

Type of Contract: Individual Contract.

Department: Agriculture Delivery Unit

Reports to: Chief Technical Advisor, ADU

Duration: 04 Months.

Duty Station: Lahore, Pakistan

1. QUALIFICATION AND EXPERIENCE REQUIREMENTS

- 16 years education in agriculture, Economics, Development studies, Engineering or other related fields
- Sound knowledge of ICT related systems
- Overall minimum 10 year of experience
- Preferably, knowledge of development sector
- Must have strong portfolio of related past work
- Domiciled form the district of division in which consultant has expressed his/her interest

2. PROCUREMENT PROCESS AND EVALUATION PROCEDURE

Under Punjab PP Rules-2014, Chapter-VII “Procurement of Consultancy Services” Clause-46-b CTA, is authorized to hire short term consultancy services through a selection process which is stated as same below:

“Individual consultant shall be selected by comparing the qualifications and experience of at least three consultants among those who have expressed interest in the assignment or have been approached directly by the procuring agency”.

List of applicants for Individual Consultant				
S. No	Name	Qualification	Experience in Years	Qualified for Interview
1				
2				
3				

Individual Consultant will be evaluated on qualification-cum-experience basis and his/her performance in interview.

Following Competences will be evaluated during interview:

- Academic qualification
- Working Experience
- Interview

Evaluation Analysis - Summary:

Criteria/Competences	Maximum Score	Weight
Name of the Consultant		
Academic qualification	20	<ul style="list-style-type: none"> • <i>Qualifications (Masters and PhD in relevant field):</i> [100%] • <i>Basic requirements of education:</i> 70% • <i>Higher than required education:</i> 85%
Working Experience	65	<i>Overall General experience:</i> 70% <i>Specific related experience:</i> 100% <i>Specific experience of working in specific position:</i> 85%
Interview	15	As per performed in interview
Total	100	
Technical Qualified		

All applicant having 70 marks will be consider technically qualified and will be treated equally at the stage of Financial Evaluation. The contract shall be awarded to the lowest Financial Proposal from technically qualified bidders

Analysis of Strengths & Weaknesses

S. No	Consultant	Strengths	Weaknesses
1			
2			.
3			.

Recommendation

EVALUATION PANEL

=

Date

Date

Date

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Contract for the Provision of Consultancy Services

Between

Chief Technical Advisor, Agriculture delivery Unit (ADU)

(Herein referred to as "CTA")

Having its Office at: Agriculture House, 21 Davis Road, Lahore, Pakistan.

And

Mr.,

CNIC. No.,

(Herein referred to as "Consultant")

Located at:

Contract Number: /Pro/WD-Con/2021-22/

Total Cost of the Contract PKR-/-

Effective Date:

Services Completion Date:

Contract Completion Date:

ATTACHMENTS:

Attachment 01: General Provisions

1. BACKGROUND

Keeping in view the importance of agriculture sector in the economy, the government has launched Prime Minister's National Agriculture Emergency Program. Objective of the program is to increase agriculture productivity significantly over the next five years to turn around the sector. Pakistan has the potential to drastically increase aggregate production of major crops but the gap in the yield per acre between progressive and ordinary farmers is double due to lack of application of certified seed and other factors.

Quality & certification of seed has a direct and significant bearing on productivity. The application for certified seed has not, however, been easily adopted/accepted by farmers because of intricacies of technology and practices connected with it. Therefore, in order to raise productivity of crops on a sustainable basis, it is necessary to promote production and use of certified seed.

Government of Punjab in collaboration with Federal Government will give direct Subsidies through E-voucher system-. This direct subsidy will be provided on the purchase of certified seed from dealers of pre-qualified Suppliers.

2. TYPE OF CONTRACT

This is an *Individual Fix Term Deliverable based Contract*.

3. Duration and Timing of Assignment

The services of the Consultant will be hired for **04 Months**.

4. Remuneration

- Consultant's consultancy fee for this entire contract is amounting to PKR
(..... Only) inclusive of all applicable Taxes.
- Payment is based on submission and approval of deliverables.
- The total budget for this contract shall not exceed PKR-/-
- All payments will be subject to the applicable Government taxes.
- All invoices / payment requests must bear the NTN and or CNIC number. In case of tax exemption, valid Exemption Certificate must be provided.
- The Department of Agriculture will only pay the amount against approved deliverables.

5. Objective of the Assignment:

Agriculture department intends to hire services of a qualified individual consultants to conduct comprehensive study duly supported with research and analysis. The objective of the study is to provide strong analysis to Identify the success factors of increased sale/ recharge rate of subsidized wheat seed in FY 2021-22.

6. SCOPE, DUTIES, AND RESPONSIBILITIES OF THE CONSULTANT

Services of a short-term consultant for consultancy to undertake to perform the analysis - The consultant will be responsible for providing diagnostics and situation assessment and provide a sound evidence-base to inform competent authority

7. Duties and responsibility of the consultant are included but not necessarily limited to:

- Develop detailed study design including a timeline covering phases and processes of implementation, research techniques, sample and methods used in each step.
- Review and analysis of existing PITB developed Voucher redemption dashboard

- The Consultant will Analyze the data of 90,000 farmers who have availed the subsidy in FY 2021-22 and will prepare the report which should cover:
 - Year wise certified seed usage rate of subsidized farmers,
 - Geographical distribution of subsidy under certified seed
 - Company wise recharge pattern
 - Dealer wise distribution of certified seed and its recharge
 - Payment dates in project life
 - Primary survey from a randomly selected sample from the population of 90,000 farmers
 - Randomization methodology
 - Software used for completing the assignment
- Provide technical assistance in estimating the coming year Target and redemption rate of vouchers
- Evolve new/innovative approaches to planning and implementation issues addressing the overall E-voucher system , farmer registration system and Voucher redemption system.
- Formulate a set of key performance indicators and means of assessment against these indicators for E-voucher activities to be implemented
- Propose recommendations about E-voucher modalities to ensure achievement of envisaged seed replacement objectives
- Address issues and suggest solution to the problems related to technical aspects of E-voucher as confronted by the farmers
- Prepare a comprehensive training plan including processes, tools and analytical framework for capacity building of stakeholders in E-voucher redemption Processes.
- Identify the most efficient and cost effective tools and techniques for reaching E-voucher information to the farmers.

8. ROLE OF CLIENT AGENCY:

1. Access of wheat seed Portals, which have details of Farmers, Dealers, and pre-qualified company
2. Coordination facilitation in farmers survey
3. Copy of the approved PC-1
4. Provisions of EOIs/ Contract Agreement of Seed suppliers

9. TIMELINE OF ACTIVITIES, DELIVERABLES AND LINKED PAYMENTS

Sr. no.	Activity	Amount (PKR)	Time Line (Days)
1	Inception report		
2	Survey report of randomly selected farmers/stakeholder		
3	Submission of Ist daft analysis		
4	Submission of Final analysis		
Total		Amount (PKR)	Time (Days)

Payments will be released on the acceptance of the following deliverables by the CTA after deduction of applicable taxes. Consultant will provide the deliverables within the prescribed timelines; at a quality acceptable to the Client (CTA):

10. REPORTING AND DELIVERABLES

The consultant will provide services as mentioned in the Clause 10“Scope of Work” and Clause 6 “Timeline of Activities & Deliverables” and report to CTA

11. PERFORMANCE

The consultant is required to fulfil the obligations mentioned in this contract unless otherwise mutually agreed in writing. If the consultant fails to complete the work as per the agreed terms and conditions, Agriculture Department holds the right to terminate the contract and the consultant will return the advance payment within 15 days after receiving the termination notice from Agriculture Department (if advance payment has been made)

12. GENERAL PROVISIONS

General Provisions are attached as ‘attachment 01’.

13. NOTICES

If there are any notices, queries or comments concerning the contract from either party, written notification has to be sent to the following:

For:

Chief Technical Advisor, agriculture Delivery Unit

.....

For:

Mr.

End of Contract

GENERAL PROVISIONS

1. Independent Organization:

It is understood and agreed that Consultant is furnishing services to CTA as an independent consultant, and nothing contained in the Contract between CTA and Consultant shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

2. WARRANTIES

- I. Services so performed by you at the Chief Technical Advisor (ADU) of Agriculture Department shall be performed in a good, timely and professional manner in accordance with all applicable standards. Services not in compliance with the preceding sentence or work product not accepted by the department shall be re-performed by you, at no additional cost to Agriculture Department. At all times during the performance of Services as Consultant, Agriculture Department shall have the right to inspect the work performed by you.
- II. No services or product delivered by you under this offer letter shall infringe any patent, trademark, copyright or any other proprietary right of a third party.
- III. You will comply with all applicable laws and regulations when performing the Services.

3. PROFESSIONAL INTEGRITY, INDEPENDENCE AND COMPLIANCE

- I. Your Services shall be governed by the Professional Ethics Statement and Policies of the Government of Punjab as amended from time to time;
- II. While rendering Services, you shall ensure your ability to be, and to appear to be, free of interest, whatever its actual effect, that might be regarded as being incompatible with the objectivity needed to carry out professional responsibilities with impartial judgment;
- III. You shall keep the secrets of Agriculture Department, Client and Project at all times, and shall not divulge any matters or things relating to Agriculture Department, Client and Project to any unauthorized person or utilize any secret or confidential knowledge or information acquired by Consultant.
- IV. You shall not, without Agriculture department's prior written permission, disclose to anyone outside or use, either during or after the expiry or termination of this contract period, any confidential information, intellectual property and other matters or material of Agriculture department or Client or Project, or any information or material received in confidence from third parties. Following the expiry of your tenure, you shall return on demand to Agriculture Department all such property in your possession belonging to Agriculture Department, whether or not containing confidential information, including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents.
- V. You shall not disclose any information or material to any third party unless authorized by Agriculture Department. In addition, you shall not incorporate into any service or product used by Agriculture Department or Client or Project, any copyrighted materials of any third party, unless authorized in writing by Agriculture Department or the relevant third party as the case may be.
- VI. You shall at all times comply and do all things necessary to comply with the rules and regulations of all governments, ensure compliance with the applicable special mandatory and other contract requirements contained in the Contract.
- VII. All documents and materials including, but not limited to, reports, proposals, deliverables, data, work products, data residing on systems or premises, brochures, books, manuals, leaflets and stationery that will come in your possession during the course of this Agreement, shall always remain as Agriculture

Department's property. Such documents and material shall be immediately returnable to Agriculture Department on demand or as and when this Agreement has expired or has been terminated.

4. INTELLECTUAL PROPERTY RIGHTS

Once submitted, the material under this contract shall become property of Chief Technical Advisor, Agriculture Department, and Government of Punjab. No document or any part thereof will be reused by the consultant without prior permission of the department.

5. TERMINATION

- I. Without prejudice to any other rights or remedies which the Agriculture Department may have, the Agriculture Department may terminate this Agreement without liability to yourself, with immediate effect if:
- II. The performance of the Services is delayed, hindered or prevented by circumstances of force majeure for a period in excess of 10 days;
- III. The Consultant is incapacitated if:
 - a) (including by reason of illness or accident) from providing the Services for an aggregate period
 - b) is convicted of any criminal offence (other than an offence under any road traffic legislation in Pakistan or elsewhere for which a fine or non-custodial penalty is imposed); or
 - c) is in the reasonable opinion of the Agriculture Department Consulting and/or its partner or the End Client negligent and incompetent in the performance of the Services.
- IV. Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
 - a) The other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 7 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);
 - b) An order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - c) The other party ceases, or threatens to cease, to carry on business.
 - d) The Agriculture Department shall be entitled to terminate this Agreement at any time without any written notice on the Consultant if the End Client Agreement terminates or if the funding for the Project is otherwise withdrawn or ceases.
 - e) The Agriculture Department may at any time by notice in writing terminate this Agreement with immediate effect if the Consultant is in persistent breach of any of its obligations under this Agreement, whether or not such breach is capable of remedy.
 - f) In any circumstances where the Agriculture Department has the right to terminate this Agreement it may instead, by serving written notice on the Consultant, opt to suspend the provision of the Services for a reasonable period and the Agriculture Department shall not be required to pay any Charges in respect of such period of suspension.
 - g) On termination of this Agreement for any reason the Consultant shall immediately deliver to the Agriculture Department:

- All In-put Material and all copies of information and data provided by the Agriculture Department to the you for the purposes of this consultancy and the shall certify to the Agriculture Department that it has not retained any copies of In-put Material or other information or data, except for one copy which you may use for audit purposes only and subject to the confidentiality obligations; and
 - All specifications, programs (including source codes) and other documentation comprised in the Transferred Deliverables and existing at the date of such termination, whether or not then complete and all Intellectual Property Rights in such materials shall automatically pass to the Agriculture Department.
- h) If you fail to fulfill your obligations under this offer letter, the Agriculture Department may enter your premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, you shall be solely responsible for their safe keeping.
- i) During the period between service of a notice of termination and the effective date of termination, you shall provide the Agriculture Department with all reasonable assistance and information to enable an efficient handover to a new service provider (or to the Agriculture Department).
- j) Termination of this letter, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- k) The Agriculture Department shall pay the Charges up to the effective date of termination of the contract.

6. CONFIDENTIALITY

For the purposes of this Article 15:

- 6.1 The “Disclosing Party” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and
- 6.2 The “Receiving Party” is the party which receives Confidential Information relating to the other party.
- 6.3 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
- 6.4 You shall ensure you are aware of confidentiality obligations under this Agreement.
- 6.5 In the event that you fail to comply with this Article15, Agriculture Department reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 6.6 The provisions under this Article 15 are without prejudice to the application of the Official Secrets Act 1923 (Pakistan) to any Confidential Information.
- 6.7 You acknowledge that Agriculture Department is subject to the Information Disclosure Requirements and shall assist and co-operate with the Agriculture Department.
- 6.8 Where you receive a Request for Information, you shall:
- As soon as reasonably practicable after receipt and in any event within five Working Days of receipt, forward the Request for Information to the Agriculture Department; and
 - Provide all necessary assistance as reasonably requested by the Agriculture Department to enable the Agriculture Department to respond to any obligation under applicable law in this regard.
 - You acknowledge that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Agriculture Department may nevertheless be obliged to disclose Confidential Information in accordance with the Information Disclosure Requirements or where such Confidential Information has entered the public domain or been

treated by you as non-confidential since the date when it was disclosed to the Agriculture Department.

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7. TRANSFERRED DELIVERABLES

For the purposes of this agreement, the following shall be “Transferred Deliverables”: All reports and Data including maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by you in the performance of contract. You shall, upon completion of this tenure, deliver all such documents and data to Agriculture Department. You may not retain copies of such documents and data and shall not use them for purposes unrelated to this Agreement without the prior written consent of Agriculture Department.

8. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable laws, ordinances, rules and regulations of Federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

9. Inspection/Acceptance:

The Consultant shall tender for acceptance only items that conform to the requirements of the Contract. CTA reserves the right to reject or revoke acceptance of any non-conforming items, and to inspect or test any supplies or services tendered for acceptance. CTA may require repair or replacement of nonconforming items or re-performance of nonconforming services at no increase in contract price.

10. Modifications:

The scope of work and other terms and conditions contained in the Contract shall not be added to, modified, superseded or otherwise changed except by a writing signed by Chief Technical Advisor, Agriculture Delivery Unit). In no event shall Chief Technical Advisor, Agriculture Delivery Unit) be liable to the consultant for payment for any extra work the consultant performs in addition to that required under the Scope of Work herein unless the consultant performs such work by written modification of the contract by the Chief Technical Advisor, Agriculture Delivery Unit) and unless the contract is amended accordingly. No Officer, Director, employee or agent of Chief Technical Advisor, Agriculture Delivery Unit) is authorized to direct any extra work by oral order.

11. Force Majeure:

The Consultant shall not be liable for forfeiture of its Performance Guaranty or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of nature or an event beyond the control of the Consultant and not involving the Consultant’s fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Consultant shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order/scope of work under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

In the event that performance of this Contract in the reasonable opinion of either party is made impossible by *force majeure*, then either party shall so notify the other in writing and Chief Technical Advisor, Agriculture Delivery Unit) shall either (a) terminate the Contract or (b) authorize the Consultant to complete performance

of the Contract with such adjustments as are required by the existence of the *force majeure* and are agreed upon by the Parties.

12. Entire Agreement:

This agreement document and all its attachments incorporated therein represents and constitutes the entire Agreement between parties, and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each party may amend this Agreement.

13. Controlling Laws:

This contract shall be governed and construed in accordance with the Laws of Islamic Republic of Pakistan.

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Chief Technical Advisor, Agriculture Delivery Unit

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Consultant