



**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (Pvt.) Limited
(PIDC)**



REQUEST FOR PROPOSAL

From
Consultancy Firms / Individual Consultants
For
Assignment titled

**“PREPARATION OF FEASIBILITY STUDY & PC-I FOR
DEVELOPMENT OF DATES STORAGE, PROCESSING AND
PACKAGING PLANT IN SOUTHERN BALUCHISTAN”**

February, 2021

PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) LIMITED,
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Dr. Ziauddin Ahmed Road, Karachi-75530.
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SECTION 1: LETTER OF INVITATION

LETTER OF INVITATION

Pakistan Industrial Development Corporation (Pvt.) Limited [PIDC] is working under administrative control of Ministry of Industries & Production, Government of Pakistan. PIDC intends to develop Dates Storage, Processing & Packaging Plant in Southern Baluchistan preferably in a Public Private Partnership arrangement with the local and international entrepreneurs by introducing state of the art machinery and latest technology, in consultation with the Government of Baluchistan and also to reduce or eliminate the wastage of dates produced in the region. PIDC intends to procure services from individual consultants or Consulting Firms having relevant experience and expertise for preparation of Feasibility Study & PC-I of the project covering all relevant aspects. Maximum duration of the study would be Three (3) months. individual consultants / consulting firms are invited to submit Technical and Financial Proposals.

The scope of services includes but not limited to the following:

- Methodology for execution of the project.
- Provide Processing, Packing and Storage equipment requirements and technical specifications for Date Processing Plant to support the implementation & operation of the project.
- Facilitating in the finalization of Machinery & Equipment specifications and its purchase.
- Facilitate, supervise and guide the Machinery & Equipment installation, commissioning and trial run.
- Draft and provide food safety rules and regulations required for processing, value addition & packing of dates at the facility keeping in mind Food Safety Standard & international demand for its implementation and operation of the date processing plant.
- Propose appropriate training courses for dates processing businesses.
- The detailed scope of services to prepare Feasibility Study and PC-I has been provided in the “Term of Reference / Scope of Work” of this document.

The RFP Documents can be collected from PIDC office (at the address given below) upon payment of Rs. 2,000/- (Non-Refundable) per set during office hours. Payments are to be made in favor of “Pakistan Industrial Development Corporation (Pvt.) Ltd.” in the shape of Pay Order / Bank Draft.

The RFP documents are also available on PIDC and PPRA websites. In case of downloading, the indicated fee shall be submitted along with the proposal at the time of submission of Proposals in prescribed manner.

The interested firms are requested to submit their Technical and Financial Proposals in separate sealed envelopes on or before 2:30 p.m. on March 05, 2021 at the address given below. The Technical Proposals will be opened on the same day at 3:00 p.m. After completion of technical evaluation, the qualified bidders shall be invited for the opening of financial proposals. Delayed/ conditional/ telegraphic Proposals will not be entertained.

All bids must be accompanied by a Bid Security @ 1% of bid amount in the shape of bank draft/pay order in favor of “Pakistan Industrial Development Corporation (Pvt.) Limited”

Proposal / Bids should be submitted under “**Single Stage Two Envelope**” bidding procedure (details are mentioned in RFP documents). The “**Least Cost Based Selection**” will be used for the evaluation of proposals. The Financial Proposal shall be on Lump sum basis.

PIDC reserves the right to accept or reject any or all proposals as per PPRA rules.

Contact Details:

Manager Research and Evaluation
Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC)
Ministry of Industries & Production, Government of Pakistan
2nd floor, PIDC House, Dr. Ziauddin Ahmed Road, Karachi

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SECTION 2: INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS:

- (a)** “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b)** “Client” or “Employer” means PIDC, the organization with which the selected Consultant signs the Agreement for the Services.
- (c)** “Consultant” means “Individual consultant” or “Consultancy Firms” that may provide or provides the Services to the Client under the Agreement.
- (d)** “Day” means calendar day.
- (e)** “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Firms/Consultants.
- (f)** “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (g)** “Proposal” means the Technical Proposal and the Financial Proposal.
- (h)** “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (i)** “Terms of Reference” (TOR) means the document included in the RFP as Section 03 which explains the objectives, scope of work, activities, tasks to be performed by the Consultant and expected results and deliverables of the assignment.
- (j)** “JV” means Joint venture in which two or more firms enters a temporary partnership.
- (k)** Work’s Name means “PREPARATION OF FEASIBILITY STUDY & PC-I FOR DEVELOPMENT OF DATES STORAGE, PROCESSING AND PACKAGING PLANT IN SOUTHERN BALUCHISTAN”

1. INTRODUCTION

- 1.1 The Consultants are invited to submit Technical Proposal and Financial Proposal as per the terms and conditions mentioned in the RFP document. The proposals against should be marked and in sealed envelopes.
- 1.2 Consultants shall bear all costs associated with the preparation and submission of their proposals. The Client is not liable to pay any cost associated with the preparation of the proposal. The Client reserves the right to annul the selection process at any time prior to award of work, without thereby incurring any liability to the Consultants

Conflict of Interest

- 1.3 Client/PIDC requires that Consultants should provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

Fraud and Corruption

- 1.5 PIDC requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of the agreement. Failing may result in disqualification.
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the selection process or in agreement execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
 - (v) PIDC will have the right to inspect consultants' documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the PIDC.

Proposal Validity

- 1.6 Bids should be valid for 90 Days from Bid submission date.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 At any time after publication and 5 working days prior to the submission deadline, the Client may amend the RFP by issuing an amendment in writing or hoisting the same on Client's website. The amendment shall be the part of RFP documents.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants (who purchase the RFP from Client's office) and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSALS

- 3.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. Each page of this bid documents shall be signed/stamped

Technical Proposal Format and Content

- 3.3 The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms
- (a) Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Client.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment.
- 3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

Financial Proposals

- 3.5 The Financial Proposal shall be prepared using the attached Standard Forms.

Taxes

- 3.6 Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on

nonresident Foreign Personnel, duties (including Stamp Duty), fees, levies) on amounts payable by the Client under the Agreement. The Consultant/Bidder will quote its prices including all such deductible taxes.

3.7 Consultants should express the price of their services in Pakistan Rupees only.

4 SUBMISSION RECEIPT, AND OPENING OF PROPOSALS

4.1 The original proposal (Technical and Financial Proposal) shall contain no overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". Copy of Joint Venture Agreement must be submitted (in case of Joint Venture).

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals (original and one copy) shall be sent to the Client's addresses. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE, BEFORE SUBMISSION DEADLINE". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.

4.5 The Proposals must be sent to the Client's address and received by the Client no later than the dead line. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal at the time mentioned in the advertisement. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5 PROPOSAL EVALUATION

5.1 From the time, the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals:

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified Evaluation/ Selection Criteria. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in Evaluation/ Selection Criteria. The financial bids of those Consultants who passed in Technical Evaluation would be opened.

5.3 - Selection of Consultant shall be based on "Least Cost based selection".

Public Opening and Evaluation of Financial Proposals:

5.4 After the technical evaluation is completed, the Client shall inform the Consultants who will qualify the minimum technical scores required to be eligible. Those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

5.5 Financial Proposals of technically qualified consultants shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

6 CONFIDENTIALITY

6.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not

be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the announcement of results and the award of work. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subjected to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

7 LOCAL OR INTERNATIONAL TRAVEL

7.1 If the consultant deems require to travel abroad to gather technology data / value added machinery then all such expenses (travelling, boarding & lodging etc.) will be the responsibility of consultant which will be included in the total bid price quoted by consultant.

8 BID SECURITY

8.1 All bids must be accompanied by a Bid Security @ 1% of bid amount in the shape of bank draft/pay order in favor of “Pakistan Industrial Development Corporation (Pvt.) Limited”.

8.2 The bid security submitted for the most advantageous bid will be forfeited if the bidder withdraws its bid or do not enter into signing of contract as per the committed terms & Condition or if a bidder does not accept the correction of his Bid Price. The same may also lead to backlisting. The Bid security of other qualified bidders will be returned after signing of the contract with the successful bidder or within 28 days after the bid validity period. The bid security of successful bidder will be returned after submitting a Performance Security.

9 RETENTION OF MONEY

9.1 10% from each invoice will be retained by the client and will be paid back at the end of the contract after successful completion of work. Retention money shall be paid by the Client to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any).

10 NOTIFICATION OF AWARD

10.1 Prior to expiration of the period of bid validity prescribed by the Client, it will notify the successful Consultant in writing (“Letter of Acceptance”) that its bid has been accepted. The formal Agreement between the Client and the successful Consultant shall be executed within the time mention in Letter of Acceptance.

SECTION 3: TERMS OF REFERENCE (TOR)/ SCOPE OF WORK

TERMS OF REFERENCE (TOR)/ SCOPE OF WORK

PREPARATION OF FEASIBILITY STUDY & PC-I FOR DEVELOPMENT OF DATES STORAGE, PROCESSING & PACKAGING PLANT IN SOUTHERN BALUCHISTAN

INTRODUCTION OF PIDC:

PIDC was created in 1952 through Act of Parliament, with the prime objective of setting up industrial base in the country. Its focus was those sectors where the private sector was shy and where large amount of capital outlay with long gestation period was required. The industries were mostly set up in backward and far-flung areas with a view to create employment opportunities and to bring them at par with the main urban centers. The operational strategy was to set up projects on a continuous basis and transfer them to the private sector after successful operation, which encouraged and involved private sector in national development.

Within this mandate, PIDC established 94 Industrial Units during the period from 1952 to 1982 in the major sectors of economy like Mining, Fertilizer, Cement, Automobile, Chemicals, Pharmaceutical, cotton & Textile, Ginning, and Sugar etc. PIDC established 73 units in West Pakistan and 21 Units in East Pakistan. Out of 73 Units, 29 were established in Punjab, 19 in Sindh, 17 in KPK (former NWFP) and 8 Units in Baluchistan.

The Role of PIDC was redefined in 2004-05 as an “Industry facilitator” with the objective to act as a primary vehicle for facilitating of industrialization, foster spirit of enterprise, facilitate entrepreneurs and to promote Industry through skill development and provision of common facility centers to help private Sector in specific sectors.

Accordingly, PIDC established 08 new subsidiaries and 02 Joint Venture companies to create skilled and trained manpower in order to bridge technical gap and enabling private sector to unleash the potential of particular sectors.

PROJECT TITLE:

Development of Dates Storage, Processing & Packaging Plant in Southern Baluchistan

PROJECT BACKGROUND:

The objective of this proposal is to establish Dates Storage, Processing & Packaging Plant in Southern Baluchistan by introducing state of the art machinery and latest technology in consultation with the Government of Baluchistan and also to reduce or eliminate the wastage of dates produced in the region. Best international industrial machinery and practices will be introduced. Value addition techniques such as glazing and stuffing it with nuts/sweets, chocolates and especially designed packaging will be introduced to maximize the profits and returns of producers and processors.

SCOPE OF WORK:

PIDC intends to hire the services of technically qualified and reputed firm/consultants/experts to carry out development feasibility study & PC-I related to the proposed Project of Dates Storage, Processing and Packing Plant in Southern Baluchistan. The city wise data related to total crop production and wastages with consultation of Government of Baluchistan. Input/remarks should also be along with the name of the representative/official of Government of Baluchistan. It should also include the number of visits of the desired location/place.

Based on the findings / recommendations of the development feasibility report and PC-I, PIDC will carry out procurement and acquire best technology for entering into high value untouched market of dates. The consulting firm is required to submit detailed bids along with the detailed methodology and Work Plan for the proposed scope of work of the study including field work related to applicable tasks. Therefore, in order to accomplish the "Scope of Work" for the proposed interventions, the successful bidder will perform activities including but may not limited to the following;

OBJECTIVE OF FEASIBILITY STUDY & PC-I

Dates are one of the most important cash fruit crops. Pakistan is amongst the top ten dates producing country. The dates of the region are comparable with well-known international brands and high demand in both local and foreign markets. Baluchistan is blessed with high quality dates producing areas. Major dates producing areas are located in South of the Province including District Panjgoor, Washuk, Mashkil and Turbat/ Kech. These parts of the Province are rich in dates production having an ideal environment for the dates palm. Organic farms are spread all over the zone with tremendous dates production to utilize the best combination of land and climate of these areas and available dates production.

- Appropriate area inclusive of storage, processing & packaging hall, office etc at Southern Baluchistan will be identified and discussed with Successful bidder.
- Establishment of dates processing plant with operational capacity of dates per day, based on availability from the local Farms such as District Panjgoor / Washuk / Mashkil / Turbat/ Kech.
- Appropriate land may be acquired by the Government of Baluchistan. Moreover, Board of Investment Baluchistan has indicated the willingness of the provincial government to provide free land for the project at suitable piece of land in the area such as District Panjgoor / Washuk / Mashkil / Turbat/ Kech.
- If the land will not be available with the Government of Baluchistan, in that case, the Consultant will identify the suitable and feasible land to the Client with all technical & financial details of the proposed land.
- The Consultant will identify to conduct services of the existing businessman & entrepreneurs which has already engaged in the dates processing plants businesses in Southern Baluchistan and shall prepare a data base of such businesses. The Consultant will also interact with them and identify suitable and willing Private entrepreneurs who can possibility enter into Public Private Partnership with PIDC for this project.
- Ensure not to damage the flora and fauna of the area.

- **Feasibility Study and PC-I should include but not limited to the following;**

- (A) Layout of the project including but not limited to the activities / facilities.
- (B) Environmental impact of the project.
- (C) Various option for Plant & Machinery and time of completion.
- (D) Cost of project and financial arrangements.
- (E) Management Capabilities.
- (F) Financial Working:

(F) Financial Working:

The consultant will prepare the standard financial working and write up including but not limited to the following:

(i) Estimates of Capital Cost:

Give breakdown of capital cost of the project (as indicated below) with annual phasing (both physical and financial) of the project covering both local as well as foreign exchange components.

- Cost of the Land and its development
- Buildings. And civil works and infrastructure
- Provision of Utilities (ie. Water, power, gas, telephone etc)
- Plant and Machinery
- Import Duties, Taxes/duties and insurance etc.)
- Storage facilities
- Transportation facilities
- Furniture/fixture and office equipment
- Vehicles and others
- Pre-commissioning expenses
- Interest Capitalized
- Contingencies
- Cost escalation provision
- Erection and Installation
- Any other term
- Working capital requirement
- (Give details in Annexure and indicate the basis of cost estimates)

(ii) Project Financing

- Proposed debt to equity ratio
- Equity contribution by each partner
- Different alternatives for funding the project

- Alternate project debt funding source
- Phasing of the capital cost expenditures and physical activities during construction period.

(iii) Estimated Profit and Loss Account:

Prepare the standard Profit & Loss account covering 10-15 years period including the following:

- Projected Sales Revenue (along with schedules of calculation)
- Statement of Cost of Goods sold covering:
Material and labour costs, factory overheads, cost of utilities, depreciation, stores & spares, repair & maintenance, insurance, rent/rates & taxes, miscellaneous expenses/overheads, adjustment of inventories etc (along with item wise break up/detail of expenditures)
- Operating Expenses (General/Admn. & Selling/distribution etc)
- Financial Expenses
- Net Profit/(Loss)
Segregate the costs into fixed and variables. Also attach the supporting calculation schedules)

(iv) Estimated Financial Position (For 10-15 Years):

- Projected Balance Sheet
- Salient Indicators of Balance Sheet
- Projected Cash flow statement
- Loan's repayment schedules
- Proposed Dividend payouts
- Proposed Investment Portfolio of surplus cash, if any

RISK FACTOR:

Highlight the major risk factors which may adversely affect the implementation, operation and profitability of the project. Also suggest ways and means to mitigate/reduce the risks.

PROJECT IMPLEMENTATION PLAN AND STRATEGY:

Preparation of Project Implementation schedule and strategic options to develop, finance, market and manage/operate the project.

SUBMISSION OF REPORTS

Consultant is liable to share the soft/hard copies of all the material/reports developed during the project. He is also bound to share the copies of the source reports/ material used for reference.

SECTION 4: EVALUATION / SELECTION CRITERIA

EVALUATION / SELECTION CRITERIA

C.1 – Mandatory Requirements (Copies of certificates are required)

1. The Consultant/ Consultancy Firm should have Pakistan Engineering Council (PEC) Registration Certificate bearing relevant codes valid for the current year
2. The Firm should be Active Tax payer, NTN Registration Certificate from Federal Board of Revenue is required.
3. Valid Sales Tax Certificate from Sales Tax Authorities
4. Affidavit should be submitted for No litigation and not Blacklisted on any Project or by any organization

C.2 – Selection Criteria

To qualify, applicant must score an aggregate of 70 marks out of 100. The applicant must secure at least 50% score in each category A to E.

The Selection Criteria is based on the following:

S.No.	Criteria	Max. Marks
A	Profile of Consultant/ Consultancy Firm	10 Marks
A1	Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate). <ul style="list-style-type: none">• 10-13 years (06 marks)• 13⁺-16 years (additional 02 Marks)• Above 16 years (additional 02 Marks)	10 Marks
B	Experience and Performance of the Consultant/ Consultancy Firm (Documentary Proof for each work should be attached; completion certificates for executed works and Letter of Award/ Agreement for in hand projects)	40 Marks
B1	<u>General Experience (any province except Baluchistan)</u> Preparation of Feasibility/ PC-I of Industrial/ Agricultural Projects executed for at least 02 acres Project (05 Marks for each project)	15 Marks
B2	<u>Projects of Similar Nature Executed in Baluchistan Province</u> Preparation of Feasibility/ PC-I of Industrial/ Agricultural Projects executed (05 Marks for each project)	20 Marks

S.No.	Criteria	Max. Marks
B3	<u>Projects of Similar Nature in Hand</u> Preparation of Feasibility/ PC-I of Industrial/ Agricultural Projects in hand (At least one project)	05 Marks
C	Qualification & Experience of Key Personnel to be assigned on this project (Copies of Educational plus Experience certificates and signed CVs of Key Personnel should be attached)	30 Marks
C1	Project Manager (Min: Bachelors in Civil Engineering) <ul style="list-style-type: none"> • 10-14 year's General Experience, 03 Marks • Above 14 years, 02 additional Mark • Min. 05 years relevant Experience, 03 additional Mark 	08 Marks
C2	Estate Manager (Min: Bachelors from University) <ul style="list-style-type: none"> • 07-10 year's General Experience, 02 Marks • Above 10 years, additional 02 Mark • Min. 05 years relevant Experience, 02 additional Mark 	06 Marks
C3	Marketing Manager (Min: Bachelors in Business Administration) <ul style="list-style-type: none"> • 07-10 year's General Experience, 02 Marks • Above 10 years, additional 02 Mark • Min. 05 years relevant Experience, 02 additional Mark 	06 Marks
C4	Surveyor (Min: Diploma of Associate Engineer in Civil) <ul style="list-style-type: none"> • 06-08 years Experienced, 02 Marks • Above 08 years, 01 additional Mark • Min. 03 years relevant Experience, 02 additional Mark 	05 Marks
C5	Computer Operator/ Report Writer (Min: Graduation) <ul style="list-style-type: none"> • 06-08 years Experience, 02 Marks • Above 08 years, 01 additional Mark • Min. 03 years relevant Experience, 02 additional Mark 	05 Marks
D	Methodology & Work Plan	10 Marks
D1	Methodology & Work Plan to undertake the implementation of Project/ Preparation of Feasibility Study & PC-I. Note: The marks on the methodology will be given fairly at the sole discretion of Client / Technical Evaluation Committee. The Consultants agree that they will have no objection on the Client's/ Technical Evaluation Committee's decision	10 Marks

S.No.	Criteria	Max. Marks
E	FINANCIAL SOUNDNESS	10 Marks
E1	The Bidder must submit audited financial statements/ balance sheets for the last Three (03) years, supported by audit letters duly signed and stamped by authorized representatives so that their financial strength may assessed. Stamped & Signed Working Capital and Average Turn Over of last three years.	10 Marks

Notes :

- 1. Changing of proposed staff without the consent of client will be considered as a default on part of consultants and may result in termination of contract if not rectified immediately.**
- 2. The staffing requirement mentioned above is minimum required staffing. The Consultants must agree that in case of work load, additional staff will be provided by the Consultants if required.**
- 3. For Joint Ventures Cumulative Marking will be done. One of Joint Venture Firm/Individual Consultant must fulfil all the mandatory requirements.**

TECHNICAL PROPOSAL FORMS

Technical Proposal- Standard Forms

(Should be filled by Individual Consultants/ Consultancy Firm/ Joint Ventures separately)

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

- Consultant's Organization
- Consultant's Experience / Similar Assignments Undertaken

TECH-3 Additional Work/Reporting Proposed ON THE TERMS OF REFERENCE

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Curriculum Vitae (CV) for Proposed Sector Expert

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in [Insert title of the category] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in advertisement

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

Yours sincerely,

Authorized Signature [In full and initials]; Name and Title of Signatory:
Name of Firm/Consultant: Address:

Note: Fill separate forms in case Consultancy firms are applying for more than one category

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity for this assignment.]

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners:
4. Departmental Structure of the firm
6. Whether your firm is ISO Certified? If so provide a copy of ISO Certification:

Note: Individual Consultant may write his detailed Profile in paragraph Form.

B - Consultant's Experience / Similar Assignments Undertaken

[Using the format below, provide information on each assignment for which your firm/individual consultant was legally contracted or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Please provide Client's certification and/or evidence of the contract agreement. Individual Consultant also use the same format and attach extra sheets to elaborate the similar assignments undertaken:

Assignment name:	Cost of the Project:
Country:	Location within country:
Name of Client:	Duration of assignment (months):
Start date (06/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager/Coordinator, Team Leader etc.):	
Description of Project:	
Description of actual services provided by your staff / Consultant within the assignment	
Please attach Certificate by the Client / Employer that the work was successfully completed by the consultant.	
Attach any documentary proof (project completion report/final outcome)	

FORM TECH-3 Additional Work/Reporting Proposed ON THE TERMS OF REFERENCE A

- On the Terms of Reference

[Present and justify here any extra information/analysis can be presented by your firm/Consultant in addition to activities mentioned in the Terms of Reference or you are proposing to improve performance in carrying out the assignment (such as adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.] Client reserves the right to accept or reject it.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and

a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final.

FORM TECH-5 CURRICULUM VITAE (CV) OF PROPOSED Expert

(Consultant Organization may give multiple CVs of Experts under below format who will be working on the assignment)

Note: Minimum criteria for Qualification, required skills and experience of Consultant:

- Hold a degree in Engineering (Mechanical/Industrial/etc.), Economics or Business Studies
- Minimum 10 years of relevant experience with atleast 05 years of carrying out similar studies/market analysis etc., with international exposure
- In depth knowledge of the relevant major markets and players
- Hands on experience in new product development relevant to the sector/category
- Experience in designing, developing, benchmarking, implementation and monitoring of sourcing supply chains for the sector/category
- Knowledge about future product trends and manufacturing technologies
- Knowledge regarding machinery, equipment, materials, etc., sources
- Proven working experience in engaging and mobilizing cluster/sector stakeholders

Name of the Sector with Category: _____

3. Name of Expert [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. CNIC No (if Pakistani): _____ **or Passport No:** _____

6. Education:

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Passing Year</i>

7. Membership of Professional Association(s): _____

8. Other Professional Trainings [*Indicate significant training obtained*]: _____

9. **Languages** [For each language indicate proficiency in speaking, reading, and writing]:

10. **Employment Record** [Starting with present position, list in reverse order every employment held since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Employer	Designation	Major Responsibilities	From (MM/YYYY)	To (MM/YYYY)

11. **Brief experience of the Selected Sector**

12. **Work Undertaken** that Best Illustrates Capability to Handle the Sector Selected.

Write Similar Assignments, Project Name, Location, Duration, Reporting, Final Impact/Outcome.

13. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful

misstatement described herein may lead to my disqualification or dismissal, if engaged. I fully understand that the proposed sectoral staff cannot be changed without any concrete reason under intimation to the client and necessary approval after sharing at least three profiles of proposed consultant. The client will fully review the profile of new consultants and may accept or reject to allow to carry out the assignments to the next level.

Date:

Day/Month/Year

[Signature of Sector

Expert]

Signature of authorized representative:

SECTION 5: FINANCIAL SUMMARY

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

(Should be attached with Financial Proposal only)

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. **This amount is inclusive of all the applicable taxes, duties, any transportation cost, travel cost locally or internationally, meetings with stakeholders to gather information in carrying out the selected sector study etc.** The validity of proposal is 90 Days from the Technical Proposal opening date

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of firm: Address:

FORM FIN-2 SUMMARY OF COSTS

(Should be attached with Financial Proposal only)

S.N.	DESCRIPTION OF WORKS	LUMP SUM FEE
1	Advance Payment (10% of Total Contract Amount)	
2	Preparation of detailed Feasibility Study in all aspects and in satisfaction of Client. (45% of Total Contract Amount)	
3	Preparation of detailed PC-I in all aspects and in satisfaction of Client (45% of Total Contract Amount)	
Total		

Note:

1. **The Fee should be inclusive of all Taxes and Duties, transportation cost, travel cost locally or internationally, meetings with stakeholders to gather information in carrying out the selected sector study etc.**
2. **The Consultants must submit further breakup of items/ activities & their cost against Feasibility Study & PC-I.**
3. **Any proposal containing alternate/ conditional Bid will be rejected.**
4. **10% of Consultancy Invoices will be deducted from each invoice up to a limit of 10% Contract Price and will be released within 30 days after completion of works as per Client's satisfaction.**

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of firm:

Address:

Note:

Do not enclose FIN-I & FIN-II in technical proposal but in separately sealed envelopes.

SECTION 6: PROPOSED CONTRACT FORMAT

PROPOSED CONTRACT FORMAT

DATE: xxxxxxxxxxxx

DESCRIPTION OF CONTRACT: "PREPARATION OF FEASIBILITY STUDY & PC-I FOR DEVELOPMENT OF DATES STORAGE, PROCESSING AND PACKAGING PLANT IN SOUTHERN BALUCHISTAN"

CONTRACT TOTAL AMOUNT: PKR XXXXX [INCLUSIVE OF ALL TAXES, DUTIES & OTHER CHARGES)

TENDER REFERENCE NO: _____

CONTRACT REFERENCE NO: PIDC/ -[DATE]

Whereas the Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC) having, its office address at [2nd Floor Dr. Ziauddin Ahmed Road, KARACHI], hereafter referred to as the "*Client*", represented by [MR. XXXXX], CEO - PIDC is desirous that certain service(s) should be executed by [XXXXXXXXXXXXXXXXX NAME OF FIRM/CONSULTANT], having its address at [ADDRESS] and represented for the purposes of this Contract by [AUTHORIZED REPRESENTATIVE], hereafter referred to as the "*Consultant*", and has accepted by the Consultant for the execution and completion of such service(s) in the sum of PKR XXXX hereinafter called "the Contract Price" and the remedying of any defects therein NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1: Service(s) specifications:

Terms of reference mentioned in Request for Proposal / Any amendment made in the TORs with mutual consultation

1.1. Service(s) summary

Description:

Country of Services: Pakistan

Specific conditions:

Contract Price (PKR):

Expiration of Contract

1.2 The total time period of the project is envisaged to 03 calendar months, however, may be extended due to work conditions. In case of extension of contract, no additional payment to the Consultants will be admissible.

"Completion of Services" means submission of all reports or deliverables to the client mentioned and obtaining the Client's approval for such deliverables.

Documents Prepared by the Consultants to be the Property of the Client

1.3 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

Coordination & Assistance

1.4 It is the responsibility of the Consultants to get all necessary approvals. The Client will only facilitate the Consultants for getting such approvals.

Deliverables/ Reports

1.5 All Documents should be submitted as draft first and then finally after approval of Client. The Consultants will submit to the Client the Feasibility Study & PC-I in three coloured hard copies (signed and stamped) and a soft copy in editable format (on CD).

Article 2: Contract Specifications

2.2. The following documents shall be deemed to form and be read and construed as part of this contract:

- i. The Signed & Stamped document of Request for Proposal, including all terms and conditions applicable in execution phase.
- ii. Terms of Reference (TOR)
- iii. Technical Approach, Methodology, Work Plan and other related documents submitted with proposal
- iv. Payment Terms
- v. any other documents forming part of the contract or addendum

2.3. The following technical specifications apply to the service(s) being executed within this contract:

Terms of reference should be annexed for consultancy services including all terms and conditions applicable in execution phase.

Article 3: Terms of Payment

- 3.1. The Client agrees to pay the sum of **PKR (xxxxx)** to the Consultant for executing the service(s) listed above under “Specifications” and in the Contract annexes (if any) and according to the terms and conditions of the present contract.
- 3.2. In consideration of the payments to be made by the Contracting Authority to the Consultant as hereinafter mentioned, the Consultant undertakes to execute and complete the service(s) and remedy defects/corrections therein in full compliance with the provisions of the contract. Consultant is not allowed to do the assignment partially. The Work/Report/Study against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.
- 3.3. The following terms of payment have been agreed upon by both parties:

AS STATED IN SECTION 03 OF THE REQUEST FOR PROPOSAL [TORS]

AND ANY CHANGE AS MUTUALLY AGREED BETWEEN BOTH THE PARTIES

- 3.4. Government taxes, if any, applicable shall be deducted at source before making any kind of payment;
- 3.5. Payment shall be made in Pak. Rupees, by submission of invoices on the basis of actual work done, work plan and as per payment terms.
- 3.6. Consultant shall provide NTN (National Tax Number). Tax exemption certificate (if any) along with invoices will be furnished by consultant to avoid Tax deduction.
- 3.7. TOR (Terms of Reference) shall be part of the Contract and payment shall be subject to fulfilment of requirements as per Terms of Reference.
- 3.8. Payment will be transferred from the Contracting Authority to the Consultant through cheque within 14 (fourteen) days of submitting Invoice to the Client.

RETENTION MONEY

- 3.9. 10% from each invoice, up to a limit of 10% of Contract Amount, will be retained by the client and will be paid back at the end of the contract after successful completion of work. Retention money shall be paid by the Client to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any).

PERFORMANCE SECURITY

- 3.10. A Performance Security 10% of Contract Amount should be submitted by the Bidder after issuance of Letter of Acceptance and before signing of Agreement. The Consultants shall commence the Services on the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing. Performance Security will be returned to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any). Performance Security should be made in favor of “Pakistan Industrial Development Corporation (Pvt.) Ltd.” in the shape of Pay Order / Bank Draft.

Article 4: Schedule of Services

4.1. The consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/forfeiting of the remaining amount of the consultant by the Client.

Article 5: Claims

- 5.1. If the service(s) do not adhere to the contracted specifications defined in TORs, the Client reserves the right to cancel the contract and consider itself not responsible for any payment or compensation
- 5.2. Upon delivery, the Client has the right to apply financial sanctions in case the Consultant delivers defective service(s) or service(s) not complying with the approved technical Specifications, and/or in case of delay in delivering the service(s) as per the Schedule.
- 5.3. The Client shall give notice to the Consultant stating the delivery delay and/or the nature of any non-compliance
- 5.4. Upon receipt of such notice, the Consultant shall, within a period of 7 (*seven*) *calendar days*, comply with the deficiencies mentioned by the Contracting Authority.
- 5.5. If having been notified, the Consultant fails to comply within a period of 7 (*seven*) *calendar days*, the Client may take such remedial action as may be necessary, at the Consultant's risk and expense (and without prejudice to any other rights which the Client may have against the Consultant under the Contract).

Article 6: Termination

- 6.1 In the event that the Client discovers any acts of misconduct by the Consultant, the contract will be deemed null and void. In such an event, the Client will not be required to make any further payments for delivered or undelivered service(s). Examples of acts of misconduct but are not limited to: bribery, falsification of receipts, subcontracting (unless previously agreed in writing by both parties), failure to disclose personal relationships with employees of the Client, and any other instances that the Client deems to be fraudulent.
- 6.2 In the event of any breach of the Consultant, or its failure to deliver the requested service(s) within the specified and scheduled periods of time, or failed to comply with any of its obligations, the Client shall have the right to terminate this Agreement at any time by serving a termination notice and without the need for a court order.
- 6.3 The Client reserves the right to inform any other private, public, government or non-government organization about the reasons why Consultant contract was cancelled.

Article 7: Notices

All notices and other communications required or permitted between the Parties by this Contract shall be in writing and either sent by E-mail, courier or facsimile to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:

- By courier when so delivered as evidenced by acknowledged receipt; or

- By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.

If to the Consultant: [XXXXXX]
Address:[XXXXXXXXXXXXXXXXXX]
Tel: +[XXXXXXXXXXXXXXXXXXXX]
E-mail: [XXXXXXXXXXXXXXXXXXXXXXXXXXXX]

If to the Client : [Pakistan Industrial Development Corporation (Pvt) Ltd]

Address: 2nd Floor, PIDC House, Dr. Ziauddin Ahmed
road, Karachi-75530
Tel: [021-35685041-49, 35680865]
E-mail:[r.e@pidc.com.pk]

Either party may change its nominated address to another address by giving at *least fifteen (15) days'* prior written notice to the other party.

Article 8: Force Majeure

Neither Party will be liable for any loss, damage, cost, delay or failure to perform resulting from causes beyond its reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, strikes, insurrections, riots, lightening or storms. If a force majeure event occurs, the duration of the Agreement shall be extended by a period of time as consulted between both the parties. No additional payment will be made for this extended period. If the period of the force majeure event exceeds two (2) months, the Contracting Authority shall have the right to terminate this Contract without incurring any liability or damages.

Article 9: Non-Waiver

No failure or delay on the part of a Party in exercising any right, power or privilege under this Agreement, and no course of dealing between the Parties, will be deemed a waiver of any further exercise of any right, power or privilege. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which such Party would otherwise have.

Article 10: Assignment

The Consultant may not assign this Agreement or any of its obligations hereunder without the Client's prior written consent.

Article 11: Copyright and Confidentiality

The Consultant shall not disclose any proprietary or confidential information relating to

this contract or the CLIENT's business or operations without the prior written consent of the CLIENT during the contract period or after the expiration thereof.

The intellectual property including studies, reports, other material, software, documents etc produced as exclusive and direct consequences of shall be the property of client.

Article 12: Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Islamic Republic of Pakistan.

Article 12.1 Dispute Resolution

- 12.1.1 Initially a Manager Research & Evaluation, PIDC and Consultant Representative will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
- 12.1.2 In case the dispute cannot be resolved amicably, it shall be referred for Arbitration to the CEO PIDC.
- 12.1.3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Karachi.

Article 13: Amendments

- 13.1. During the course of the contract, if the client deems necessary that any change in the agreed TORs is necessary. The same may be implemented through mutual consultation of both the parties.
- 13.2 Except as otherwise provided in this Contract, no amendment, modification or waiver of any of the provisions of this Contract will be valid unless set forth in a written instrument signed by both Parties.

Article 14: Severability

If any provision of this Contract is held invalid under any applicable law, such invalidity will not affect any other provision of this Contract that can be given effect without the invalid provision. Further, all terms and conditions of this Contract will be deemed enforceable to the fullest extent permissible under applicable law.

Article 15: Code of Ethical Purchasing/Conduct of the Consultant

- 15.1. By signing this Contract, the Consultant agrees to:
 - Undertake to carry out its duties to the highest professional standards, in particular in terms of objectivity and impartiality and exclusively in the best interests of the Client with no consideration linked to possibilities for future contracts;
 - Guaranteeing that there is no Conflict of interest with other commitments or contracts recently concluded or to be concluded either individually or through any

consortium to which the consultant might belong or through any subsidiary or related company;

- Ensure the respect of national and international social and environmental standards and regulations
- State that it is not in any of the situations of Exclusion, namely:
 - Being bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - having been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
 - having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - having not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of presence of the Purchaser or those of the country where the contract is to be performed;
 - having been the subject of a judgement for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the Purchaser or its donors;
 - being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority.

Article 16: INTEGRITY PACT

16.1 If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

- (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

This Contract Agreement shall be executed in original,

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown above.

Consultant's/Consultant Representative signature:

[xxxxx name]

[Designation]

Signature: _____

Client Representative signature:

[xxxxx name]

[Designation]

Signature: _____

Witness

[Client]

[Consultant]

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

CNIC _____

CNIC _____

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS
IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier/firm/Consultant] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier/firm/Consultant] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier/firm/Consultant] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier/firm/Consultant] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier/firm/Consultant] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier/firm/Consultant] 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 GoP.

Name of Client:

name of Supplier/firm/Consultant:

Signature:

Signature:

[Seal]

[Seal]

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

CNIC _____

CNIC _____