

## **HIRING OF CONSULTANCY FIRM**

A Public Limited Company (unlisted) formed under Companies Act, 1913 (now Companies Act, 2017), involved in commodity operation business (grain procurement and storage) at National level and working under administrative control of Government of Pakistan (25% share capital owned by Federal Government, 75% held with Financial Institutions), intends to engage the services of a Consultancy Firm for the period of three months (extendable) to devise a comprehensive strategy and plan for winding up/ liquidation within the legal, financial, operational and social framework of the company.

### **Eligibility Criteria:**

- 1 Leading/ renowned Consultancy Firm must have at least 05 years of proven experience in the field of advising on winding/ liquidation of Public Limited Companies. Companies with more experience both at National and International level will be preferred.
- 2 The firm must have qualified staff including corporate lawyers, chartered accountants, actuaries, food grain/ supply chain experts, HR experts, evaluators. Firm must have an in-depth knowledge of corporate laws, liquidation procedures, financial regulations with strong understanding of tax obligations, regulatory frameworks, and corporate governance.
- 3 The firm must have completed at least 02 projects in winding up/ liquidation of Public Limited Company. The preference will be given to the firms which have provided winding up/ liquidation consultancy services to Public Sector Organizations with more numbers.
- 4 The firm must not be black listed by Public Procurement Regulatory Authority (PPRA) / any Government Department / Institution or any other agency in Pakistan, or any Court of Law.

### **Scope of Work:**

- 1 To submit an extensive plan of winding up/ liquidation process of a Company limited by shares in accordance with Companies Act, 2017.
- 2 To conduct a legal Due Diligence of the contractual obligations of Company and agencies procuring supplies from the Company vis a vis Govt. Guarantees extended to Company.
- 3 To submit and propose a comprehensive plan and strategy for the disposal of all wheat stocks in hand and items associated with this stock, in all respect, within legal, operational and financial framework of the entity and instructions given by the Federal Govt. day by day; and to provide strategic advice to stakeholder/s as and when required.
- 4 To conduct Assessment of risk allocations (commodity pricing risk, financing rate, commodity supply, quality of commodity, storage etc) and submit comprehensive plan for implementation to meet strategic reserve needs after winding up of Company.
- 5 Valuation of all Assets; and plan for its disposal at most advantageous gain.
- 6 To submit a plan and mechanism for settlement of all outstanding receivables.

- 7 To submit a plan for settlement of all liabilities including outstanding financing/ loans.
- 8 To work out Net benefit to organization by opting such option by considering ongoing operational cost as compare to winding up cost and risk analysis of the winding up, if any, with the precedents available.
- 9 To workout Net-benefit to shareholders from such liquidation / dissolution.
- 10 To submit a plan for employees lay off before or during winding up/ liquidation of a Company based on best practices in the country.
- 11 To submit a plan and mechanism for the disposal of under trial court cases pending in different Courts of Law i.e. Supreme Court of Pakistan, High Courts of Pakistan, Civil Courts and NIRC in a prudent manner.
- 12 To submit a plan based on above working, legal and procedural requirement of winding / liquidation of a Company in accordance with Companies Act, 2017, Memorandum and Articles of Association of a Company, regulatory requirements (SECP) and any other legal requirements.

### **General Terms and Conditions**

The Bidding shall be conducted in line with the rule 36 (b) “Single Stage Two Envelope Procedure” of the Public Procurement Rules, 2004. All bidders shall quote their rates inclusive of all applicable taxes, duties etc. All bids must be accompanied by a bid security (as per Rule 25 of PPRA Rule) in the form of Pay Order/ Demand Draft, Cashier’s Cheque or Banker’s Cheque issued by any scheduled Bank in Pakistan in favour of GM (HR) Post Office Box 1247 GPO, Lahore. **Cash / Cheque / Call Deposit Receipt (CDR) / Security Deposit Receipt (SDR) will not be acceptable and bid shall be rejected.**

The bidding process shall be Quality and Cost Based Selection Method (QCBS), the weightage shall be 80:20.

The bids shall remain valid for **Ninety (90) days** from the opening date of financial bid. Each bid shall comprise of separate **Technical proposal** and **Financial Proposal**. **Bids will be opened as per below mentioned schedule: -**

| <b>Price of bidding documents</b> | <b>Last date for purchase of bidding documents</b> | <b>Bid security (Rs.)</b> | <b>Pre-Bid Meeting for any clarification</b> | <b>Bid closing / submission date &amp; time</b> | <b>Date of opening of technical proposals</b> |
|-----------------------------------|--|---------------------------|--|---|---|
| Rs 3,000/-                        | 12.02.2025   | 1,000,000/-               | 06.02.2025<br>(1430 Hours)                   | 13.02.2025<br>(1430 Hours)                      | 13.02.2025<br>(1500 Hours)                    |

The Bidding Documents can be viewed on the websites of EPADS [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and PPRA [www.ppra.org.pk](http://www.ppra.org.pk). Bids can only be submitted online via EPADS, whereas bid submitted manually shall stand rejected. Further, the competent authority reserves the right to accept / reject any or all bids, prior to the acceptance of a bid or proposal, as per Public Procurement (PPRA) Rules 2004.

**General Manager (Human Resources)**  
**PO Box 1247 GPO, Lahore.**

# REQUEST FOR PROPOSAL

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## Hiring of Consultancy Services

(Single Stage Two Envelope Procedure)

(Lump sum Based Contract)

**(Hiring of Consultant to devise a comprehensive strategy and plan for winding up/ liquidation within the legal, financial, operational and social framework of the PASSCO)**



**Pakistan Agricultural Storage and Services  
Corporation Limited**

**(PASSCO)**

**29<sup>th</sup> January, 2025**

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# **REQUEST FOR PROPOSALS**

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

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

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

### **Section 2: Instructions to Consultants**

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

### **Section 3: Proposal data sheet**

This section contains specific details regarding instructions to consultant.

### **Section 4: Terms of Reference (TORs) and Standard Formats**

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

# **SELECTION OF CONSULTANTS**

## **REQUEST FOR PROPOSALS**

**RFP No.: [02/2025]**

Selection of Consultancy Services for: Hiring of Consultant to devise a comprehensive strategy and plan for winding up/ liquidation within the legal, financial, operational and social framework of the PASSCO

**Procuring Agency: PASSCO**

**Issued on: 29.01.2025**

# Request for Proposal

Proposal No: 02/2025

for

## Hiring of Consultant to devise a comprehensive strategy and plan for winding up/ liquidation within the legal, financial, operational and social framework of the PASSCO

Date: 29.01.2025

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in PPRA Website, EPADS & The Daily Jang / Dawn dated 29-01-2025.
2. The PASSCO now invites proposals to provide the following consulting services: Hiring of Consultant to advice on formulation of comprehensive strategy for Winding Up/ Liquidation within the Legal, Financial, Operational and Social framework of the PASSCO. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. A firm will be selected under quality and cost based method (QCBS) and procedures described in this RFP.
5. **The RFP includes the following documents:**
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants
  - Section 3 - Data Sheet
  - Section 4 – TORs and Standard Formats
6. Please submit your proposal on the website of EPADS: [www.eprocure.gov.pk](http://www.eprocure.gov.pk) as per date & time in the advertisement published on PPRA Website [www.ppra.org.pk](http://www.ppra.org.pk) , EPADS & The Daily Jang / Dawn dated 29.01.2025.

Yours sincerely,

General Manager (HR)

P.O Box 1247, Lahore

## Section II. Instructions to Consultants

### A. General Provisions

|                       |  |
|-----------------------|--|
| <b>1. Definitions</b> | <p>1.1 Definition</p> <ul style="list-style-type: none"><li>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li><li>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</li><li>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</li><li>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li><li>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li><li>f) “Day” means a calendar day.</li><li>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Joint Venture member(s).</li><li>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</li><li>i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</li><li>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</li><li>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</li><li>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</li><li>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</li><li>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.</li><li>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</li></ul> |
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|                                   | <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>q) “TORs” (this Section 4 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>   |
| <b>2. Introduction</b>            | <p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p> |
| <b>3. Conflict of Interest</b>    | <p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>  |
| <b>a. Conflicting activities</b>  | (i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.   |
| <b>b. Conflicting assignments</b> | (ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.   |

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| <p><b>c. Conflicting relationships</b></p>         | <p>(iii) <u>Relationship with the Procuring Agency’s staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>                                   |
| <p><b>4. Unfair Competitive Advantage</b></p>      | <p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>  |
| <p><b>5. Corrupt and Fraudulent Practices</b></p>  | <p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.<br/>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>  |
| <p><b>6. Participants</b></p>                      | <p>6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.<br/>6.2 Furthermore, it is the Consultant’s responsibility to ensure that it’s Experts, joint venture members, service providers, suppliers and/or their employees meet the eligibility requirements.<br/>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>   |
| <p><b>a. Sanctions</b></p>                         | <p>6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at PPRA website / EPADS.</p>   |
| <p><b>b. Prohibitions</b></p>                      | <p>6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p>   |
| <p><b>c. Restrictions for public employees</b></p> | <p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> <li>i. are on leave of absence without pay, or have resigned or retired;</li> <li>ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned</li> </ul> |

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|  | <p>universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>iii. Their hiring would not create a conflict of interest.</p>  |
| <b>B. Preparation of Proposals</b>           |   |
| <b>7. General Considerations</b>             | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.  |
| <b>8. Cost of Preparation of Proposal</b>    | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.   |
| <b>9. Language</b>                           | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.  |
| <b>10. Documents Comprising the Proposal</b> | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>  |
| <b>11. Only One Proposal</b>                 | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.  |
| <b>12. Proposal Validity</b>                 | <p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p> |
| <b>a. Extension of Validity Period</b>       | 12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring  |

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|  | <p>agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>   |
| <p><b>b. Substitution of Key Experts at Validity Extension</b></p> | <p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>  |
| <p><b>c. Sub-Contracting</b></p>                                   | <p>12.9 The Consultant shall not subcontract the whole or part of the Services.</p> <p>12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p> <p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p> <p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) Sign the contract, or</li> <li>(ii) Furnish the required Performance Security.</li> </ul> </li> </ul> |

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| <p><b>13. Clarification and Amendment of RFP</b></p>                 | <p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> <li>i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</li> <li>ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</li> </ul> <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| <p><b>14. Preparation of Proposals – Specific Considerations</b></p> | <p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. This assignment is under the Quality &amp; Cost based selection method.</li> <li>ii. Instructions to Consultants in Section-2.</li> </ul>   |
| <p><b>15. Technical Proposal Format and Content</b></p>              | <p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Technical Proposal as indicated in the Data Sheet and using the Standard Forms provided in Section 4 of the RFP.</p>  |
| <p><b>16. Financial Proposal</b></p>                                 | <p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment.</p>   |
| <p><b>a. Taxes</b></p>   | <p>16.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.</p>  |
| <p><b>b. Currency of Proposal</b></p>                                | <p>16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>   |
| <p><b>c. Currency of Payment</b></p>                                 | <p>16.4 Payment under the Contract shall be made in PKR.</p>  |

## C. Submission, Opening and Evaluation

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| <p><b>17. Submission of Proposals</b></p>                   | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can only be made through EPADS whereas Bids submitted manually shall stand rejected.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The Proposal or its modifications must be submitted through EPADS no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected.</p> |
| <p><b>18. Confidentiality</b></p>                           | <p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>  |
| <p><b>19. Bid Security</b></p>                              | <p>Rs. 1,000,000/- in shape of form of Pay Order/ Demand Draft, Cashier's cheque or Banker's cheque issued by any scheduled Bank in Pakistan in favour of GM (HR) Post Office Box 1247 GPO, Lahore.</p>   |
| <p><b>20. Opening of Proposal (Technical Proposals)</b></p> | <p>20.1 The Procuring Agency will open all Proposal, in the presence of consultant' or their representatives who choose to attend, on the date and at the time, specified in the <b>advertisement</b>. The Consultant' representatives present shall sign a register as proof of their attendance.</p> <p>20.2 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>advertisement</b>.</p>  |

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|   | <p>The Financial Proposal shall remain unopened until the declaration of result of technical evaluation.</p> <p>20.3 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in this document.</p>   |
| <b>21 Proposals Evaluation</b>              | <p>21.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>   |
| <b>22 Evaluation of Technical Proposals</b> | <p>22.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in this document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document.</p>  |
| <b>23 Financial Proposal</b>                | <p>23.1 Only the Financial Proposal of the technically responsive Consultant (as defined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals will remain unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>   |
| <b>24 Opening of Financial Proposals</b>    | <p>24.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will remain unopened. The Procuring agency shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals as indicated in in this document is optional and is at the Consultant's choice.</p> <p>24.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> |
| <b>25 Correction of Errors</b>              | <p>25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in</p>  |

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|  | the prices of other activities or items, and no corrections are made to the Financial Proposal.   |
| <b>26 Taxes</b>                                  | 26.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include all applicable taxes and duties in accordance with the instructions in this document.   |
| <b>27 Combined (Quality and Cost) Evaluation</b> | 27.1 In QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.  |
| <b>D. Negotiations and Award</b>                 |   |
| <b>28 Negotiations</b>                           | <p>28.1 In accordance with the Clause 10 of the Procurement of Consultancy Services Regulations, 2010, the negotiations will be held at the date and address indicated in in this document with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.</p>   |
| <b>a. Availability of Key Experts</b>            | <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> |
| <b>b. Technical negotiations</b>                 | 28.5 The procuring agency may negotiate with the highest ranked bidder, in accordance with the Clause 10 of the Procurement of Consultancy Services Regulations, 2010.  |
| <b>c. Financial Negotiations</b>                 | 28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.   |
| <b>29 Conclusion of Negotiations</b>             | <p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency</p>  |



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|   | commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.   |
| <b>30 Award of Contract</b>                   | 30. Subject to ITC, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: <ul style="list-style-type: none"> <li>a) Eligible in accordance with the provisions of mandatory documents and eligibility criteria provided with TORs;</li> <li>b) Is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>  |
| <b>31 Performance Security / Guarantee</b>    | The successful bidder / consultant will furnish 5% of contract value (PKR) in shape of Banking instrument excluding CDR / Cheque / Cash at the time of signing of contract agreement.   |
| <b>32 Execution of Contract Agreement</b>     | Contract agreement will be executed as per standard format of contract available at PPRA website (Federal) and as per requirement of procuring agency.  |
| <b>33 Grievance Redressal Mechanism (GRC)</b> | <p>33.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>33.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>33.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>33.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>33.5 The GRC, shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>33.6 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Authority.</p> <p>33.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.</p> <p>33.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>33.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> |
| <b>34 Mechanism of Blacklisting</b>           | 34.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:  |

- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
- ii. Fails to perform his contractual obligations; and fails to abide by the id securing declaration;

34.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

34.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

34.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

34.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

34.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

34.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

34.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.

34.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

34.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.

34.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition

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|  | <p>including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>34.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p> |
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## Section III. Proposal Data Sheet

| <b>A. General</b>                            |  |
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| <b>2.1</b>                                   | Name of the Procuring Agency: PASSCO<br>Method of selection: Quality & Cost Based Selection.   |
| <b>2.2</b>                                   | Bid document can be viewed from PPRA / EPADS website and can be purchased at cost of Rs. 3,000/- by cash from Manager Cash, PASSCO, HO, Lahore 042-99201461  |
| <b>2.2</b>                                   | Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure.  |
| <b>2.3</b>                                   | A pre-bid conference/meeting will be held: Yes<br><br>Date of pre-bid conference/meeting: 06.02.2025<br>Time: 1430 hrs<br>Address: PASSCO Head Office, 11 Kashmir Road, Lahore<br>Telephone: <u>042-99201461-62</u><br>E-mail: <u>info@passco.gov.pk</u><br>Contact person/conference coordinator: General Manger (HR) |
| <b>B. Preparation of Proposals</b>           |  |
| <b>9.1</b>                                   | The language of the Bid is “English”   |
| <b>10.1</b>                                  | The Proposal shall comprise the following:<br>a. Technical proposal<br>b. Financial proposal   |
| <b>10.2</b>                                  | Statement of Undertaking is required<br>Yes  |
| <b>12.1</b>                                  | Proposals shall be valid 90 days   |
| <b>13.1</b>                                  | Clarifications may be requested no later than 03 days prior to the submission deadline.<br><br>The contact information for requesting clarifications is: GM (HR)<br>E-mail: <u>info@passco.gov.pk</u> <u>it@passco.gov.pk</u><br>Ph: <u>042-99205600</u>   |
| <b>16.4</b>                                  | The Financial Proposal shall be stated in the currency: PKR  |
| <b>C. Submission, Opening and Evaluation</b> |  |
| <b>17.1</b>                                  | The Consultants shall submit Proposals through EPADS.  |
| <b>17.5</b>                                  | The Proposals must be submitted not later than:<br>Date: 13.02.2025<br>Time: 1430 Hrs  |

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|                                  | The Proposal submission is through EPADS only   |
| <b>27.1<br/>(QCBS only)</b>      | <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>[or replace with another inversely proportional formula]</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b><br/> <b>T = 80%, and</b><br/> <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> |
| <b>D. Negotiations and Award</b> |   |
| <b>28.1</b>                      | <b>Expected date and address for contract negotiations:</b> To be announced later on.   |
| <b>30.1</b>                      | The publication of the contract award information, following the completion of the contract negotiations and contract signing will be done as following: within 05 working days after the finalization of negotiation through EPADS.  |
| <b>30.2</b>                      | <b>Expected date for the commencement of the Services: within a week after signing of agreement</b>   |

## **Section – IV**

### **Terms of Reference - TORs**

#### **1 GENERAL:-**

- a. PASSCO is a Public Limited Company (unlisted) formed under Companies Act, 1913 (now Companies Act, 2017) and working under administrative control of Government of Pakistan. 25% share capital is owned by Federal Government and remaining 75% is held with Commercial Banks. It is a leading grain procurement and storage agency at National level.
- b. PASSCO deals with procurement and storage of food grains mainly wheat throughout the country. Its Commodity Operations expand up to 15 zones, 230 locations (approx.) including, PC/RV, Godowns and Silos. Its objective is to ensure food security at national level, by maintaining strategic reserves of wheat and other specified commodities. It has also mandate of maintaining strategic reserves of 2.0 MMT including SAARC Food Bank Reserve Stock. It also releases wheat to deficit provinces/regions/areas as well as Armed Forces. It also undertakes import / export of different food grains when called upon. Besides this, it also performs other functions as detailed in the “Memorandum & Articles of Association” published under the Companies Ordinance, 1984, now Companies Act, 2017.
- c. PASSCO operates on Commodity Operations Financing mode (COF), where hypothecation of wheat and receivables mainly covers the financing risk/ security / collateral, of outstanding financing whereas Federal Government provides the sovereign guarantee.
- d. Currently, as on 30.12.2024 it has outstanding financing of Rs. 540.51 billion (approx.) from various financial institutions / banks. It has current receivables of Rs. 232.33 billion (approx.) from various recipient agencies/provinces. It has total wheat stock worth of Rs. 321.25 billion (approx.).
- e. Currently, PASSCO holds quantity of 2,553,646 M. Tons wheat stocks, as the assignment is mainly related to stocks inspection and valuation therefore, in order to qualify, the firm must have at least two years’ experience of two completed assignments related to stock valuation or audit of public sector government entities dealing in wheat grain at such quantum, in last five years. Stocks includes the followings as on 30.12.2024:-

|                                      |                   |
|--------------------------------------|-------------------|
| i. Indigenous wheat stock Crop-2024  | 1,780,537 M. Tons |
| ii. Indigenous wheat stock Crop-2023 | 269,320 M. Tons   |
| iii. Imported wheat stock Crop-2022  | 491,907 M. Tons   |
- f. As on 31.03.2024, it has total fixed assets of Rs. 0.756 billion (approx.) (unaudited). It has current assets of Rs. 395.88 billion as at 31.03.024 (approx.) (unaudited), it has total assets of Rs. 396.63 billion (approx.) (unaudited), it has total current liabilities of Rs. 377.27 billion (approx.) (unaudited), it has total liabilities of Rs. 377.94 billion (approx.) (unaudited), and it has accumulated profits of Rs. 18.13 billion (approx.) (unaudited).

#### **2 INSTRUCTIONS TO THE CONSULTANTS:**

A bidder may be considered ineligible if: -

- a. It is declared bankrupt or insolvent.
- b. Legal proceeding are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property.

- c. The bidder is convicted by a final judgment of any offense involving professional conduct.
- d. The bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices or performance failure or breach of proposal securing declaration.
- e. The bidder is not registered with all relevant taxation departments / authorities.
- f. The bidder has not attached office details at Lahore and other cities (if applicable) with Phone Numbers/ Addresses.
- g. The bidder has not attached specimen at **Annex-B** of bidding documents. (be printed on Rs. 200/- Stamp Paper).
- h. The bidder has not attached certificate of Authorized representative.
- i. The bidder has not attached certificate on company's letterhead that the bidder would provide services as referred in "scope of work" section.
- j. The bidder has not attached undertaking as per annexure.

### **3 SCOPE OF WORK:**

- a. To submit an extensive plan of winding up/ liquidation process of a Company limited by shares in accordance with Companies Act, 2017.
- b. To conduct a legal Due Diligence of the contractual obligations of PASSCO and agencies procuring supplies from the PASSCO vis a vis Govt. Guarantees extended to PASSCO.
- c. To submit and propose a comprehensive plan and strategy for the disposal of all wheat stocks in hand and items associated with this stock, in all respect, within legal, operational and financial framework of the entity and instructions given by the Federal Govt. day by day; and to provide strategic advice to stakeholder/s as and when required.
- d. To conduct Assessment of risk allocations (commodity pricing risk, financing rate, commodity supply, quality of commodity, storage etc) and submit comprehensive plan for implementation to meet strategic reserve needs after winding up of PASSCO
- e. Valuation of all Assets; and plan for its disposal at most advantageous gain.
- f. To submit a plan and mechanism for settlement of all outstanding receivables.
- g. To submit a plan for settlement of all liabilities including outstanding financing/ loans.
- h. To work out Net benefit to organization by opting such option by considering ongoing operational cost as compare to winding up cost and risk analysis of the winding up, if any, with the precedents available.
- i. To workout Net-benefit to shareholders from such liquidation / dissolution.
- j. To submit a plan for employees lay off before or during winding up/ liquidation of a Company based on best practices in the country.
- k. To submit a plan and mechanism for the disposal of under trial court cases pending in different Courts of Law i.e. Supreme Court of Pakistan, High Courts of Pakistan, Civil Courts and NIRC in a prudent manner.
- l. To submit a plan based on above working, legal and procedural requirement of winding / liquidation of a Company in accordance with Companies Act, 2017, Memorandum and Articles of Association of a Company, regulatory requirements (SECP) and any other legal requirements.

#### **4 ELIGIBILITY CRITERIA:**

- a) Leading/ renowned Consultancy Firm must have at least 05 years of proven experience in the field of advising on winding/ liquidation of Public Limited Companies. Companies with more experience both at National and International level will be preferred.
- b) The firm must have qualified staff including corporate lawyers, chartered accountants, Actuaries, food grain/ supply chain experts, HR experts, evaluators. Firm must have an in-depth knowledge of corporate laws, liquidation procedures, financial regulations with strong understanding of tax obligations, regulatory frameworks, and corporate governance.
- c) The firm must have completed at least 02 projects in winding up/ liquidation of Public Limited Company. The preference will be given to the firms which have provided winding up/ liquidation consultancy services to Public Sector Organizations with more numbers.
- d) The firm must not be black listed by Public Procurement Regulatory Authority (PPRA) / any Government Department / Institution or any other agency in Pakistan, or any Court of Law.
- e) Only valid documentary evidences will be accepted.

#### **5. SOURCE OF FUNDS**

The procuring agency “PASSCO” will arrange needed funds to meet its cost etc., from its own resources.

#### **6. COST OF BIDDING**

The firm shall bear all costs associated with the preparation and submission of its documents, while PASSCO, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Firm must submit certified copy of RFP duly signed and stamped in technical proposal envelop that it has read and understood all the terms and conditions.

#### **7 DOCUMENTS REQUIRED:**

- a. Certificate of firm registration;
- b. Certificate of Registration with FBR and respective Provincial Revenue Authorities;
- c. List of employees/members along with qualification and experience;
- d. List of projects completed;
- e. Complete detail of offices with their addresses / contact numbers; and
- f. Annual Audited Accounts of last three years.



**8 DURATION, TIMING OF ENGAGEMENT AND PAYMENT TERMS FOR CONSULTANCY SERVICES:**

**a. Schedule of Payments;**

| <b>Sr #</b> | <b>Deliverable including but not limited to followings:</b>   | <b>Time Duration</b> | <b>Payment Schedule</b>  |
|-------------|---|----------------------|--|
| <b>1</b>    | <ul style="list-style-type: none"> <li>i. To submit and propose a comprehensive plan and strategy for the disposal of all wheat stocks in hand and items associated with this stock, in all respect, within legal, operational and financial framework of the entity and instructions given by the Federal Govt. day by day; and to provide strategic advice to stakeholder/s as and when required.</li> <li>ii. To conduct a legal due-diligence of the contractual obligations of PASSCO and agencies procuring supplies from the PASSCO vis a vis Govt. Guarantees extended to PASSCO.</li> <li>iii. To conduct Assessment of risk allocations (commodity pricing risk, financing rate, commodity supply, quality of commodity, storage etc) and submit comprehensive plan for implementation to meet strategic reserve needs after winding up of PASSCO</li> </ul>  | <b>1 Month</b>       | <b>30%</b>   |
| <b>2</b>    | <ul style="list-style-type: none"> <li>i. Valuation of all Assets; and plan for its disposal at most advantageous gain.</li> <li>ii. To submit a plan and mechanism for settlement of all outstanding receivables.</li> <li>iii. To submit a plan for settlement of all liabilities including outstanding financing/ loans.</li> <li>iv. To work out Net benefit to organization by opting such option by considering ongoing operational cost as compare to winding up cost and risk analysis of the winding up, if any, with the precedents available.</li> <li>v. To workout Net-benefit to shareholders from such liquidation / dissolution.</li> <li>vi. To submit a plan for employees lay off before or during winding up/ liquidation of a Company based on best practices in the country.</li> <li>vii. To submit a plan and mechanism for the disposal of under trial court cases pending in different Courts of Law i.e. Supreme Court of Pakistan, High Courts of Pakistan, Civil Courts and NIRC in a prudent manner.</li> </ul> | <b>1 Month</b>       | <b>30%</b>   |
| <b>3</b>    | <ul style="list-style-type: none"> <li>i. To submit a plan based on above working, legal and procedural requirement of winding / liquidation of a Company in accordance with Companies Act, 2017, Memorandum and Articles of Association of a Company, regulatory requirements (SECP) and any other legal requirements.</li> <li>ii. To submit an extensive plan of winding up/ liquidation process of a Company limited by shares in accordance with Companies Act, 2017.</li> </ul>   | <b>1 Month</b>       | <b>40%</b><br>(subject to the approval of the Competent Forum i.e BOD) |

The final report should be submitted after completion of the deliverables.

- b. Extension and Liquidated damages (LDs) will be dealt in detail in the contract agreement.

## **9 CLARIFICATIONS / CORRECTIONS OF BID**

- a. To assist in the examination, evaluation and comparison of the bids, the committee at its discretion may ask the bidder for a clarification of its submitted document. The request for clarification and the response shall be in writing and no change in the price / rate or substance of the proposal shall be sought, offered or permitted.
- b. Arithmetical errors will be rectified on the following basis: -
  - i. If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.
  - ii. If there is a discrepancy between the words and figures the amount in words shall prevail.
  - iii. If there is a mistake in addition / totaling that can be corrected.
  - iv. If the bidder does not accept the corrected amount of bid, his proposal will be rejected.

## **10 COST / FEE**

- a. The proposal price should include all the government taxes, as per prevailing taxation rates of Provincial / Federal Governments etc. as per **Annex-A**.
- b. The price / proposal offer shall remain the same till completion of contract.
- c. The bidder shall deem to have obtained all related information as to the requirements thereto, which may affect the proposal offer / price / rate, if required.

## **11 RESPONSIVENESS OF BIDS**

- a. The proposal is valid till required period.
- b. The proposal is submitted with all annexures duly and properly executed, signed, stamped; and if required or directed then on such stamp papers as directed or required.
- c. Compliance to all important terms and conditions of this proposal document on specified formats.
- d. The bidder is eligible for tendering and possesses the requisite experience.
- e. The proposal does not deviate from basic requirements.
- f. The bidder must attach bank statement of last three (03) years.
- g. The bidder must attach last three years audited financial statement.
- h. The proposal is generally in order etc.
- i. The bidder submitted all mandatory/ requisite documents as mentioned in the proposal document.
- j. Submitted within prescribed time and manner.
- k. Both proposals are separately enclosed and sealed in envelop.
- l. The bid offer is non-conditional.
- m. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

## 12 TECHNICAL PROPOSAL SHALL INCLUDE

Bidders must provide the following details/ documents:

- a. Application/ Letter of Intent for participation in tendering process.
- b. Technical evaluation criteria is annexed as **Annex-C**.
- c. Copy of Income Tax/ Sale Tax Registration.
- d. Should have Certificate of Registration of the Company/ Firm.
- e. Detail of offices in Pakistan including Lahore with contact numbers / address.
- f. Should have core business areas in relevant services.
- g. Specific / Similar Experience of the Firm in Last 5 years.
- h. Proven verifiable track record in related services.
- i. The experience shall be substantiated with documentary evidence.
- j. Human resource Capabilities, Total No. of employees; Qualification/experience of key Personnel of the Firm; and
- k. Affidavit on Stamp Paper of **Rs.200/-** that the firm is not black listed by any Government/ Semi Government Department as per **Specimen at Annex-B**.
- l. Certificate on company's letterhead that the firm shall "provide Agreed Consultancy Services".
- m. Bidder to provide the latest audited financial statements duly signed by any chartered accountant firm and tax returns submitted to Federal Board of Revenue.
- n. Documentary proof of number and quantum of major assignments successfully completed during last 05 years.
- o. In case of consortium of firm(s) / professional(s), if the participating firm(s) / professionals, fulfilling the qualifying criteria individually or wholly, will be considered eligible.
- p. Details of qualification and experience of qualified professional involved in similar projects.
- q. Declaration on stamp paper regarding correctness of information as per application form template.
- r. Declaration on stamp paper regarding Non-Blacklisting as per application form template.
- s. Declaration on stamp paper regarding litigation history, if any.
- t. Declaration on stamp paper regarding power of attorney as per application form template.
- u. Firm must be included on Active Tax payers list of Income Tax and Sales Tax.
- v. It will be examined in detail whether the technical proposal submitted by the parties are in compliance as per terms and conditions of bidding document and scope of work as provided in this bidding document. For this purpose, the firm's data will be compared with the RFP document eligibility and evaluation criteria along with visit to company facilities/ offices for physical inspection, if required.
- w. It will be examined in detail whether the documents comply with the conditions of the RFP document. It is expected that no major deviation/ stipulation shall be taken by the company/ firm.

## 13 TECHNICAL EVALUATION COMMITTEE (TEC) / CONSULTANT SELECTION COMMITTEE

- a. The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee (TEC) / Consultant Selection Committee (CSC) constituted for this purpose.
- b. Furthermore the Committee will take all appropriate measures/actions as deemed fit to complete the assigned task.

**14 AWARD CRITERIA & PASSCO's RIGHT.**

- a. The PASSCO reserves the right to accept or reject any submitted bid, and to annul the process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the PASSCO's action.
- b. The contract will be awarded to the successful bidder with **most advantageous proposal** provided that such bidders have been determined to be technically qualified. Integrity Pact shall be printed on stamped paper worth Rs.200/-

**15 TERMS OF PAYMENT**

- a. The firm will generate invoice (including sales tax) upon submission of report / mutually agreed milestones as per ToR of bid document.
- b. All the payment shall be made through crossed Cheque in the Pak Rupees.
- c. Taxes will be deducted as per government rules at the time of payment.

**16 FACILITIES TO BE PROVIDED BY PASSCO:**

The client will offer all necessary support services based on the requirement and availability.

**17 DEFAULT BY FIRM**

- a. If the firm fails to provide the required services/ refuses or fails to comply with the terms agreed with PASSCO as described by this document, the PASSCO may give notice and stating the default.
- b. If the firm has not taken all practicable steps to remedy the default within **07 days** after receipt of PASSCO's notice, PASSCO may cancel the order, leading further towards Blacklisting of the Firm.
- c. Terms and conditions of Proposal Notice will also be the part of this Proposal Documents.

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

I/WE DO HEREBY COFIRM TO HAVE READ AND UNDERSTOOD **BIDDING DOCUMENT FOR PROVISION OF EXTERNAL AUDIT SERVICES** AND ALL OTHER DETAILS CONTAINED IN THE PROPOSAL DOCUMENT. I /WE THEREFORE, SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENT IN TOKEN OF HAVING ACCEPTED ALL WHAT IS ELUCIDATED THEREIN.

Signature \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Stamp of the Bidder \_\_\_\_\_

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

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

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

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

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

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

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

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED**  
**FINANCIAL PROPOSAL**

I/WE HERE SUBMIT THE RATES FOR PROVISION OF CONSULTANCY SERVICES INCLUSIVE OF ALL TAXES & DUTIES ARE AS FOLLOWS: -

| <u>Details</u>   | <b>Rate Inclusive of<br/>All Taxes<br/>(Rs.)</b> |
|--|--|
| 1. <b><u>FEE</u></b><br><br>FEE FOR THE CONSULTANCY SERVICES |  |
| 2. <b><u>ALL TAXES / DUTIES</u></b>                          |  |
| 3. <b>TOTAL</b><br>(Amount in Words: _____)                  | _____  |

Signatures \_\_\_\_\_

Stamp \_\_\_\_\_

Name of firm \_\_\_\_\_

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

CNIC# \_\_\_\_\_

Address \_\_\_\_\_

Office Phone \_\_\_\_\_

**ATTESTED BY NOTARY PUBLIC**

**DEFAULT, INSOLVENCY AND BLACK-LISTING CERTIFICATE.  
THE BIDDER SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT: -**

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

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

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

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

| <b>TECHNICAL EVALUATION CRITERIA</b>  |   |                              |
|---|---|------------------------------|
| <b>Sr.</b>  | <b>Technical Requirement</b>  | <b>Marks to be allocated</b> |
| i.  | Company Profile (Form I)  | 15                           |
| ii.   | Specific / Similar experience of the firms related to the particular Area and past Performance: (Form II) | 20                           |
| iii.  | Financial Position: (Form III)  | 15                           |
| iv.   | Capabilities with respect to Firm Personnel - Managerial: (Form IV)                                       | 50                           |
|   | <b>Total Points</b>   | <b>100</b>                   |
|   | <b>Minimum qualification score (50%)</b>  | <b>50</b>                    |
| <p><b>Note:</b> Aggregate marks obtained less than 50 will lead to technical disqualification of the firm. Furthermore, marks obtained less than 50% against each evaluation criteria will also lead to technical disqualification of the firm. Firms will be ranked on the basis of their obtained marks. Moreover, if two technically qualified firms obtain same total marks then the firm with highest marks in technical evaluation will be considered as more advantageous. For final selection of the firm, 80:20 formula will be used, where 80 percent weightage will be given to technical scores and 20 percent weightage will be given to financial scores.</p> |   |                              |



## Sub-Evaluation Criteria

### Company Profile (Form I)

| <b>Sr. No.</b> | <b>Profile of the Firm</b> (as per eligibility criteria)  | <b>Marks-15</b> |
|----------------|---|-----------------|
| 1.1            | <ul style="list-style-type: none"><li>• Firm Profile &amp; Registration Status. (0.5 Mark)</li><li>• Names of Managers / Owners/ CEO / Directors / Partners / Key Personnel / Core Business Areas. (0.5 Mark)</li><li>• Key team members nominated for the assignment. (01 Mark)</li><li>• Plan / proposal for accomplishment of the assignment with timeline. (06 Marks)</li></ul> | <b>8-marks</b>  |
| 1.2            | <ul style="list-style-type: none"><li>• Location of Firm's registered office at Lahore will be preferred, along with contact number / address.</li><li>• Location of Firm's office at Lahore ( 03 Marks) and, for each additional office 02 marks.</li></ul>  | <b>7- marks</b> |

**Relevant experience and past performance: (Form-II)**

| <b>Sr.</b> | <b>Relevant experience and past performance:</b>  | <b>Total – 20</b> |
|------------|---|-------------------|
| 2.1        | <p>Firm having experience of Public Limited Companies dealing in the Public Sector in last 5 years with necessary documentary proof.</p> <p>(Documentary proof e.g. reference letter, annual report extract or engagement letter etc., experience other than consultancy of winding up, of Public Limited Companies; will not be considered.)</p> <p>At least 2 organizations / projects (05 marks), 2.5 marks for each additional organization.</p>                                      | <b>10 marks</b>   |
| 2.2        | <p>Firms having consultancy experience of the Public Limited Companies dealing with Agriculture commodities in last 5 years with necessary documentary proof.</p> <p>(Documentary proof e.g. reference letter, annual report extract or engagement letter etc., experience other than consultancy services as required in scope of work in tender notice; will not be considered.)</p> <p>At least 2 organizations / projects (05 marks), 2.5 marks for each additional organization.</p> | <b>10 marks</b>   |

**FINANCIAL POSITION: (Form-III)**

| <b>Sr. No.</b> | <b>Financial Position:</b>  | <b>Total – 15</b> |
|----------------|---|-------------------|
| <b>3.1</b>     | Financial Strength / Stability<br>Audited Accounts of the Firm from a Chartered Accountants Firm (Last 03 Years)  | <b>06 marks</b>   |
| <b>3.2</b>     | Income Tax Returns of the Firm (Last 03 Years); &<br>Bank statements (Last 03 Years)  | <b>06 marks</b>   |
| <b>3.3</b>     | Calculation of Ratios for last three years; Liquidity Ratio including Current Ratio i.e. (Current Assets/Current Liabilities), Acid Test Ratio and Debt Equity Ratio of <b>last three financial years</b> supported by FYs annual audited financial statements (Valid documentary evidence etc.).<br><br>For positive current ratio but less than 1(1.5 marks), Current ratio more than 1 (2.25 marks) more than 2(3 marks) in any of last three financial years. | <b>03 marks</b>   |

**MANAGERIAL: (Form-IV)**

| Sr. No. | Managerial   | Total – 50     |
|---------|--|----------------|
| 4.1     | <p>Qualified Employees of the Firm in <b>Pakistan</b>, excluding partners as required from Sr. No. 4.3 to Sr. No. 4.10 of Form –IV). (Attached list with Registration Numbers, department and location),</p> <ul style="list-style-type: none"> <li>- At least 15 Qualified staffs (2.5 marks)</li> <li>- 16-25 Qualified staffs (4 marks)</li> <li>- More than 25 Qualified staffs (5 marks)</li> </ul> | <b>5 marks</b> |
| 4.2     | <p>The Firm must have at least 200 plus experienced staff on its payroll, with complete list.</p> <p>For at least 200 staff members: 3-marks, For 250 staff members: 4- marks, For 300 and above staff members 5-marks</p>   | <b>5 marks</b> |
| 4.3     | <p>The Firm must have at least 02 Tax Consultants/ Experts having at least 10-years relevant experience on its Panel.</p> <p>For at least 02 Tax Consultants/ Experts: 2.5-marks, For 04 Tax Consultants/ Experts: 4-marks, For more than 04 Tax Consultants/ Experts: 5 marks</p>   | <b>5 marks</b> |
| 4.4     | <p>The Firm must have at least 02 Corporate Consultants/ Experts having at least 10-years relevant experience on its Panel.</p> <p>For at least 02 Corporate Consultants/ Experts: 2.5-marks, For 04 Corporate Consultants/ Experts: 4-marks, For more than 04 Corporate Consultants/ Experts: 5-marks</p>   | <b>5 marks</b> |
| 4.5     | <p>The Firm must have at least 06 Qualified CAs i.e. at least 03 Qualified FCA and 03 Qualified ACA having at least 10-years’ experience on its Panel.</p> <p>For at least 03 Qualified FCA and 03 ACA: 2.5-marks, For 04 Qualified FCA and 04 ACA: 4-marks, For more than 04 Qualified FCA and 04 ACA: 5-marks</p>  | <b>5 marks</b> |
| 4.6     | <p>The Firm must have at least 03 Supreme Court/ High Court Lawyers on its Panel.</p> <p>For at least 03 Supreme Court/ High Court Lawyers: 2.5-marks, For 04 Supreme Court/ High Court Lawyers: 4-marks, For more</p>   | <b>5 marks</b> |

|      |  |                |
|------|--|----------------|
|      | than 04 Supreme Court/ High Court Lawyers: 5-marks (01 additional mark for each supreme court lawyer).   |                |
| 4.7  | <p>The Firm must have at least 03 Qualified and Experienced Food Grain Experts having at least 8-10-years' experience on its Panel.</p> <p>For at least 03 Qualified and Experienced Food Grain Experts: 2.5- marks, For 05 Qualified and Experienced Food Grain Experts: 4- marks, For more than 15 Qualified and Experienced Food Grain Experts: 5-marks</p>                       | <b>5 marks</b> |
| 4.8  | <p>The Firm must have at least 02 Qualified and Experienced HR Consultants/ Experts having at least 8-10 years relevant experience on its Panel.</p> <p>For at least 02 Qualified and Experienced HR Consultant/ Expert: 2.5- marks, For 03 Qualified and Experienced HR Consultant/ Expert: 4- marks, For more than 04 Qualified and Experienced HR Consultant/ Expert: 5-marks</p> | <b>5 marks</b> |
| 4.9  | <p>The Firm must have at least 03 Qualified and Experienced Evaluators / Evaluation services providers on its Panel.</p> <p>For at least 03 Qualified and Experienced Evaluators: 2.5-marks, For 04 Qualified and Experienced Evaluators: 4-marks, For more than 4 Qualified and Experienced Evaluators: 5-marks,</p>  | <b>5 marks</b> |
| 4.10 | <p>The Firm must have at least 03 Qualified and Experienced Actuaries / Actuarial service providers on its Panel.</p> <p>For at least 03 Qualified and Experienced Actuaries: 2.5-marks, For 04 Qualified and Experienced Actuaries: 4-marks, For more than 05 Qualified and Experienced Actuaries: 5-marks,</p>   | <b>5 marks</b> |

**STANDARD FORMATS**

**Annex-D**

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION**

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

**UNDER TAKING.**

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

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

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

**ATTESTED BY NOTARY PUBLIC**

**INTEGRITY PACT**

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

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

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

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

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

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

**FOR AND ON BEHALF OF FIRM**

**Witness:-**

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