BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs
(National Competitive Bidding)

Issued To: .................................................................
Issued On: .................................................................
Signature Of: ............................................................... 
Issuing Officer: ............................................................

DIRECTOR GENERAL AGRICULTURE
(EXTENSION & AR) PUNJAB LAHORE

OCTOBER - 2019
INVITATION FOR BIDS
NATIONAL COMPETITIVE BIDDING

Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs.

Director General Agriculture (Extension & AR) Punjab has earmarked budget towards the cost of for “Disbursement of Financial Support on Fertilizer, Cotton Seed, Oilseeds Farm Operation Services and Other Inputs”. It is intended that part of the proceeds of this budget will be applied to eligible payments for provision of following services:

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Description</th>
<th>Bid Security</th>
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<tbody>
<tr>
<td>01</td>
<td>Services of Branchless Banking Operator(s) for Disbursement of Financial Support to farmer on Agricultural Inputs through Branchless Banking Network.</td>
<td>PKR: 01 Million (within 5% of the estimated cost of services).</td>
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2. Director General Agriculture (Extension & AR) Punjab, invites sealed bids for the provision of above-mentioned services from Branchless Banking Operators who are on Active Taxpayers List of the Federal Board of Revenue and licensed under State Bank of Pakistan's Branchless Banking Regulation.

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

4. Interested eligible bidders may obtain bidding documents IMMEDIATELY from Director General Agriculture (Extension & AR) Punjab 21-Davis Road Lahore during office hours after payment of PKR 500/-. 

5. Sealed Bids must be delivered to the above office on or before, 22 September 2019 04:00 PM. Proposals must be accompanied by a Bid Security as mentioned above in the form of Pay Order or Call at Deposit duly issued from a Scheduled Bank of Pakistan.

6. Bids will be opened on 22 September 2019 04:30 PM in the presence of bidders or their representatives at Director General Agriculture (Extension & AR) Punjab 21-Davis Road Lahore, Pakistan.

7. The bidders are required to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.
8. Proposal not complying with the requirements shall be rejected being nonresponsive. Alternate proposals and / or conditional bids shall be considered nonresponsive.

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

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

11. The contract shall be awarded to the lowest evaluated bidder as per the evaluation criteria mentioned in the bidding document.

12. Bidding documents, obtained / purchased only from Director General Agriculture (Extension & AR), Agriculture House, 21-Davis Road, Lahore, Pakistan. will be considered for further processing.

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

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

( Dr. Muhammad Anjum Ali )
Director General Agriculture (Extension & AR) Punjab
1st Floor, Agriculture House, 21-Davis Road, Lahore
Ph: 042-99200732, Email: dgaextar@gmail.com
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INSTRUCTIONS TO SERVICE PROVIDERS

A. Introduction:

1. Source of Funds:
   1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.

2. Eligible Service Providers:
   2.1 This Invitation for Bids is open to all Service Providers, except as provided hereinafter.
   2.2 Service Providers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, ToRs and other documents to be used for the procurement of the services and ancillary Goods (if any) to be procured under this Invitation for Bids.
   2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
   2.4 Service Providers shall not be under a declaration of blacklisting by any Government Department (Federal or Provincial) or Punjab Procurement Regulatory Authority (PPRA).

3. Eligible Services:
   3.1 All Services and ancillary Goods (if any) to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such Services and ancillary Goods (if any).
   3.2 For purposes of this clause, “origin” means the place from where the services and Goods (if any) are supplied, produced, mined, or grown. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
3.3 The origin of Services and ancillary Goods (if any) is distinct from the nationality of the Service Provider.

4. **Cost of Bidding:**

4.1 The Service Provider shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents:**

5. **Content of Bidding Documents:**

5.1 The Services and ancillary goods (if any) required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Service Providers (ITS)
(b) Bid Data Sheet
(c) Schedule of Requirements
(d) Terms of Reference
(e) Bid Submission Form
(g) Price Schedules
(h) Contract Form
(i) Performance Security Form
(j) General Conditions of Contract (GCC)
(k) Special Conditions of Contract (SCC)
(l) Annexures I – V (if applicable)

5.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provider’s risk and may result in the rejection of its bid.

6. **Clarification of Bidding Documents:**

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

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

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

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

C. Preparation of Bids:

8. Language of Bid:

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

9. Documents Comprising the Bid:

9.1 The bid prepared by the Service Provider shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITS Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITS Clause 13 that the Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITS Clause 14 that the Services and ancillary Goods to be supplied by the Service Provider are eligible Services and Goods and conform to the bidding documents; and

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

10. Bid Form:

10.1 The Service Provider shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.
11. Bid Prices:

11.1 The Service Provider shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

11.3 The Service Provider's separation of price components in accordance with ITS Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Prices quoted by the Service Provider shall be fixed during the Service Provider's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITS Clause 24.

12. Bid Currencies:

12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Service Provider’s Eligibility and Qualification:

13.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the Service Provider's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Service Provider's eligibility to bid shall establish to the Purchaser's satisfaction that the Service Provider, at the time of submission of its bid, is eligible as defined under ITS Clause 2.

13.3 The documentary evidence of the Service Provider’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

   (a) that, in the case of a Service Provider offering to supply Services and ancillary Goods under the contract which the Service Provider did not produce or manufacture, the Service Provider has been duly authorized by the original Service provider or ancillary goods’ Manufacturer or producer to supply the in Pakistan;

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

(d) that the Service Provider meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Services’ and ancillary Goods’ Eligibility and Conformity to Bidding Documents:

14.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services and ancillary goods which the Service Provider proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the Services and ancillary Goods shall consist of a statement in the Price Schedule of the country of origin of the Services and ancillary Goods offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the Services and ancillary Goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Services and ancillary Goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services and ancillary Goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the Services and ancillary Goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Terms of Reference demonstrating substantial responsiveness of the Services and ancillary Goods to those Terms of Reference and / or specifications, or a statement of deviations and exceptions to the provisions of the Terms of Reference.

14.4 For purposes of the commentary to be furnished pursuant to ITS Clause 14.3(c) above, the Service
Provider shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Terms of Reference, are intended to be descriptive only and not restrictive. The Service Provider may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Terms of Reference.

15. Bid Security:

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

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

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

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

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

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

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

15.7 The bid security may be forfeited:

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

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

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

(ii) to furnish performance security in accordance with ITS Clause 33.
16. Period of Validity of Bids:

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITS Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Service Provider’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITS Clause 15 shall also be suitably extended. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request will not be required nor permitted to modify its bid, except as provided in ITS Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

17. Format and Signing of Bid:

17.1 The Service Provider shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service Provider to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Service Provider shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Service Provider is awarded the contract.

D. Submission of Bids:

18. Sealing and Marking of Bids:

18.1 The Service Provider shall seal the original and each copy of the bid in separate envelopes, duly marking the
envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITS Clause 2.2.

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

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

19. Deadline for Submission of Bids:

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

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

20. Late Bids:

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

21. Modification and Withdrawal of Bids:

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

21.2 The Service Provider’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITS Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission
of bids.

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

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

E. Opening and Evaluation of Bids:

22. Opening of Bids by the Purchaser:

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

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

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

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids:

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

24. Preliminary Examination:

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

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

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

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITS Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Qualification & Evaluation of Bids:

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

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

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITS Clause 24, as
25.4 The Purchaser’s **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

**Alternate**

25.5 **Quality & Cost-based Selection:**

The following merit point system for weighing evaluation factors can be applied *if specified* in the Bid Data Sheet. The number of marks allocated to each factor shall be specified in the Bid Data Sheet.

*In the Bid Data Sheet, choose from the range of*

- Price of the Services: 60 to 90
- Quality and technology: 0 to 20
- Performance and productivity: 0 to 20
- Standardization: 0 to 20
- Projected life-cycle cost: 0 to 20
- Operating and maintenance costs: 0 to 20
- Cost of retail service: 0 to 20

**Total**: 100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. **Contacting the Purchaser:**

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

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

**F. Award of Contract:**

28. **Award Criteria:**

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

29. **Purchaser’s Right to Vary Duration and Quantities at Time of**

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of
Award: Services and ancillary Goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Purchaser's Right to Accept or Reject All Bids:

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider or Service Providers or any obligation to inform the Service Provider or Service Providers of the grounds for the Purchaser's action.

31. Notification of Award:

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Service Provider in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Service Provider's furnishing of the performance security pursuant to ITS Clause 33, the Purchaser will promptly notify each unsuccessful Service Provider and will discharge its bid security, pursuant to ITS Clause 15.

32. Signing of Contract:

32.1 After award letter, service provider integrates their branchless banking system with technology partner. At the same time as the Purchaser notifies the successful Service Provider that its bid has been accepted, the Purchaser will send the Service Provider the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Service Provider shall sign and date the contract and return it to the Purchaser.

33. Performance Security:

33.1 Within fourteen (10) days of the receipt of notification of award from the Purchaser, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Service Provider to comply with the requirement of ITS Clause 32 or ITS Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Service Provider or call for new bids.
34. Corrupt or Fraudulent Practices:  

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

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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

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

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

34.2 Furthermore, Service Providers shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
PART-I — SECTION-II

BID DATA SHEET

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

A. Introduction:

ITS 1.1 Name of Procuring Agency: Director General Agriculture (Extension & AR) Punjab, Agriculture Department, Punjab.

ITS 1.1 Name of Contract: Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs

ITS 4.1 Name of Purchaser: Director General Agriculture (Extension & AR) Punjab, Agriculture Department, Punjab

ITS 6.1 For clarification purposes, the Employer's address is Director General Agriculture (Extension & AR) Punjab, Agriculture Department, Punjab. The contact information shall be sought in writing on following: dgaextarpb@gmail.com Phone # 042-99200732 (09:00 AM to 05:00 PM)

The Employer shall receive requests for clarification no later than 22.09.2019 during office hours.

A pre-bid meeting will be held on 17.09.2019 (Monday) at 11 AM in, Meeting Room of Director General Agriculture (Extension & AR) 1st Floor, Agriculture House, 21-Davis Road, Lahore.

ITS 8.1 Language of the bid is: English

B. Bid Price and Currency:

ITS 11.2 The price quoted shall be inclusive of all taxes & charges involved in the delivery/performance of contract in accordance with the General & Special Conditions of Contract, Terms of References, and Schedule of Requirements.

No payment shall be made in addition to quoted price.

ITS 11.5 The price shall be in Pak Rupees and shall be fixed.

C. Preparation and Submission of Bids:

ITS 13.2 In case of exemption from any tax, duly issued and valid Exemption Certificate must be attached.
ITS 15.1 **Amount of Bid Security:** PKR 01 Million (within 5% of the estimated cost of services)

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Demand Draft, Bankers’ Cheque, or Pay Order duly issued from a scheduled bank of Pakistan in favor of Director General Agriculture (Extension & AR) Punjab, Agriculture Department, Punjab

**NOTE:** The amount of Performance Security is 2% of the Contract Price in the form of Call Deposit, Demand Draft, Bankers’ Cheque, Pay Order, of Bank Guarantee duly issued from a scheduled bank of Pakistan to be provided by the successful bidder before contract signing.

ITS 16.1 **Bid Validity Period:** 90 days after the date of opening of bid.

ITS 17.1 Bids shall be submitted in the format of **Signal Stage - Two Envelope** bidding procedures as provided in Punjab Procurement Rule-2014 (as amended). The envelopes shall be marked as “**Technical Proposal & Financial Proposal**” along with the name and address of the bidder.

**Financial Proposal** shall be on prescribed forms i.e. Bid Submission Form & Price Schedule. The above-mentioned forms are placed in Section V of part I of these bidding documents.

The envelops of Technical Proposal and Financial Proposal shall be placed in a **common outer envelope** containing the **name of bidder** with the title: **Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs**

The Technical proposal may be provided in soft form/data drive as well.

ITS 18.2 (a) **Address for Bid Submission:**

*Office of Director General Agriculture (Extension & AR) Punjab, Lahore, 21-Davis Road, Lahore*

ITS 18.2 (b) **IFB Title and Number:**

**Title:** Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs

**Number:** /2019-20/01

ITS 19.1 **Deadline for Bid Submission:** **04:00 hours on 22-09-2019**

ITS 22.1 **Time, Date, and Place for Bid Opening:**

**Time:** ............0430 Hours
**Date:** ............22-09-2019
**Place:** ............Office of Director General Agriculture (Extension & AR) Punjab, Lahore, 21-Davis Road, Lahore.
D. Bid Evaluation:

**MANDATORY REQUIREMENTS**

(Please attach valid copies of all certificates / relevant Documents)

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Documents</th>
<th>LEAD Partner</th>
<th>ASSOCIATE Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Valid Branchless Banking Operation Certificate from State Bank of Pakistan</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Valid Income Tax Registration (Status Active with FBR)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>Valid Registration with Punjab Revenue Authority for PST. In case successful bidder is not registered with PRA, it has to get registration before signing the Contract.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>Have at least Long-term Credit Rating “A -2” according to PACRA or JCVR (rating should be on or after 2018)</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Applicant shall have running Branchless Banking Agent Network or in collaboration with Branchless Banking Agent Network (at least one active agent in each rural Union council of Punjab. Active Agent’s presence in at least 2,000 rural union councils). List of UC wise Active agent may attach.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Fulfilling all requirements of clause 2 “Eligibility” of Instructions to the Applicant</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>7</td>
<td>Affidavit of non-blacklisting and correctness of information on prescribed format placed at Annexure-I</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>8</td>
<td>Joint Venture Agreement <em>(if applicable)</em> on Rs. 1000/- stamp paper, on the format placed at Annexure-V, duly signed by JV Partners.</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

**NOTE:** In case of JV, the evaluation of Technical Proposal shall include combined experience / expertise of the JV partners.

The contract will be awarded to the lowest evaluated bidder i.e. the bidder who will secure maximum marks as per the following criteria.

Criteria, sub-criteria, and marks system for the evaluation of the Technical Proposals: [100 Marks]

(i) **Real Time Transactional Functionality** - System Architecture & Implementations: [65 Marks]
   
   a) Current deployments of real-time financial API integrations with non-Banking/non-
Financial Institutions (Projects) (SOV: Award letter, Contract agreements, etc.) [15 Marks]

- 6 or more - 15 Marks
- 5-4 - 10 Marks
- 3-1 - 5 Marks
- 0 -0 Marks

b) Open APIs Specification Document FOR disbursements (SOV: Validate through PITB): [25 Marks]

- Open APIs Specification Document for OTC: [05 marks]
- Open APIs Specification Document for MW/MA: [05 marks]
- Open API Specification documents for Verification of MW/MA: [05 Marks]
- Open API specification documents of Transaction ID Detail/ Resend Transactions: [05 Marks]
- Complete Transaction capacity per day minimum 100k: [05 Marks]

c) Reconciliation reporting (SOV: Validate through PITB) [15 Marks]

- Real-time collection report through API for OTC and MW/MA along with agent location: [5 Marks]
- Open API specification document of collection and un collection detail report: [5 Marks]
- Open API specification documents for balance inquiry: [5 Marks]

d) Detailed PIP with timelines and Presentation: [10 Marks]

The member of the evaluation committee shall evaluate each presentation for unique /practicable/ easy disbursement channel and the mean of aggregate marks shall be awarded out of 10 marks.

(ii) Volume of different types of transactions during last six month: [35 Marks]
<table>
<thead>
<tr>
<th>Type of Transaction</th>
<th>Criteria</th>
<th>Volume of Transitions</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent transfers for liquidity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Maximum marks 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent account to agent account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent account to bank account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank account to agent account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Deposit in L3 by agents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Transfers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Maximum marks 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>a. Fund transfers through M-wallets</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MW to MW transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MW to bank account transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank account to MW transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MW-to-person fund transfers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>b. Fund transfers through CNIC</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Person to person sending</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Person to person receiving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bulk Payments</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Maximum marks 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>a. Government to Person Payments</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G2P through MW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G2P through card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>b. EOBI Pensioners</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension payment through MW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries payments and Others</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cash deposit &amp; withdrawal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Maximum marks 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Deposited in MW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(including person to MW transfers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Withdraw from MW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash withdraw through card (G2P)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bill payments &amp; Top-ups</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Maximum marks 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Transaction</td>
<td>Criteria</td>
<td>Volume of Transitions</td>
<td>Source of Verification</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------</td>
<td>-----------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Utility Bills Payment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet Bill Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Top-ups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Loan (Maximum marks 5)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disbursement</td>
<td>10,000</td>
<td>1 mark</td>
<td></td>
</tr>
<tr>
<td>Repayment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The minimum technical score (St) required to pass is: [70 Marks]

**Note:** All bidders having technically qualified score (St=70 Marks) will be treated equally at the stage of Financial Evaluation.

Evaluation Criteria of Financial Proposal: [Max: Marks 100]

The bidder who will receive highest financial marks, shall be offered the Contract.

1. %age Charges / Transaction (a): (Max. Marks 55)

1.1 Transaction through CNIC/OTC (Max. Marks 25)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Transaction Slabs</th>
<th>Amount to be Disbursed (Million)</th>
<th>Service Charges Per Transaction in %age</th>
<th>Total Service Charges for the Category / Slab (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>100 – 400</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>401 – 1000</td>
<td>930</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>1001 – 3000</td>
<td>470</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>3001 – 10000</td>
<td>400</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Service charges for the Category / slab (Rs.)

SUM1.1 (a) = (i + ii + iii + iv)

1.2 Transaction through MA/MW: (Max. Marks 30)

<table>
<thead>
<tr>
<th>Transaction Category / Slabs</th>
<th>Total Amount to be Disbursed (Million)</th>
<th>On Net Disbursement (Million)</th>
<th>Service Charges Per Transaction in %age</th>
<th>Service Charges Per Transaction in %age</th>
<th>Service Charges Per Transaction in %age</th>
<th>Total Service Charges for the Category / Slab (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>b</td>
<td>c</td>
<td>d</td>
<td>e</td>
<td>f</td>
<td>= (d+f)/2 *</td>
</tr>
<tr>
<td>100-400</td>
<td>280</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>401-1,000</td>
<td>900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,001-3,000</td>
<td>330</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3,001-10,000</td>
<td>450</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,960</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Average % of Total Service Charges (x)</td>
</tr>
</tbody>
</table>
*Average formulae valid only for those bidders having on net and off-net disbursement facility

- If total service charges equal to 0. The bidder will get the maximum marks.
- The marks will be calculated for this category as: \( y = -\frac{(1.5x)}{10} + 30 \), i.e. \( y = \) No. of marks.
- Paring check would be mandatory before sending the subsidy amount to beneficiary.

**Note:**
- Grand Total amount of expenditure on disbursement of total subsidy amount would be calculated on the basis of sum of service charges offered for each transaction slab / category by the service provider.
- On net Disbursement amount depends upon the maximum share of the active wallet on Latest Quarterly Branchless Banking newsletter of SBP.

### 2. Markup Rate Offered (b) (06 month KIBOR offer +/-) (on Day End Balance Basis):
Max. Marks 35

<table>
<thead>
<tr>
<th>Financial</th>
<th>Markup Rate (%) (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Amount: 4.00 Billion (Release gradually)</td>
<td></td>
</tr>
</tbody>
</table>

### 3. One-Way & Two-way (Mask: Agri. Subsidy or any other) (Short Code: - -- --)

#### 3.1 One-way SMS – 4 Marks

<table>
<thead>
<tr>
<th>SMS Services</th>
<th>Rate / SMS On net &amp; Off-net</th>
<th>Rate / SMS Off-net</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 8,000,000 SMS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3.2 Two-way SMS Services – 3 Marks

<table>
<thead>
<tr>
<th>SMS Services</th>
<th>Rate / SMS On net</th>
<th>Rate / SMS Off-net</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 2,000,000 SMS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3.3 Robo Calls (30 second) 3 Marks

<table>
<thead>
<tr>
<th>SMS Services</th>
<th>Rate / SMS On net &amp; Off-net</th>
<th>Rate / SMS Off-net</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Total Financial Points: Bidders would be ranked as provided the Formulae as under:

\[((\text{Lowest offered (1.1)/ Quoted (1.1)) *25}) + (\text{Lowest marks (1.2)/ Quoted marks (1.2)) *30}) + (\text{Quoted (b)/ Highest offered (b)) *35}) + [(\text{Lowest (c) / Quoted (c)) *10}]\]

The excel data sheet would be provided on demand for calculation of the financial points/marks

F. Contract Award:

ITS 28.1 Criteria for bid evaluation: **Lowest responsive bid from the eligible bidder.**

*All bidders having technically qualified score (St-70 Marks) will be treated equally at the stage of Financial Evaluation*

ITS 29.1 Percentage for quantity increase: **15%** (minimum)
Percentage of quantity decrease: **15%** (minimum)
## SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Description / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Real-time disbursement of subsidy on fertilizer through CNIC and MW/MA</td>
</tr>
<tr>
<td>02</td>
<td>Real-time disbursement of subsidy on Certified Cotton seed and any agriculture input through CNIC and MW/MA</td>
</tr>
<tr>
<td>03</td>
<td>Real-time disbursement of support price on cultivation of oilseed &amp; sesame through CNIC and MW/MA</td>
</tr>
<tr>
<td>04</td>
<td>Development of Agri. Retailer Disbursement Network Mechanism</td>
</tr>
<tr>
<td>05</td>
<td>Development of digital credit facility for Provision of digital credit to Eligible Borrower’s/farmers with debit card</td>
</tr>
<tr>
<td>06</td>
<td>Provision of on-net and off-net SMS and robo call services</td>
</tr>
</tbody>
</table>

**NOTE:** This ‘Schedule of Requirements’ shall be read in conjunction with ToRs as given in the next section.
PART-I — SECTION-IV

TERMS OF REFERENCE (ToRs)

Background:

Phosphate and potash contact based fertilization of soils has always been important. Phosphate deficient soils are less productive. Phosphorus is involved in the metabolic processes responsible for transferring energy from one point to another in the plant. ‘It’s also critical in root development and flowering. Because phosphorus moves slowly through the soil, ‘it’s important to mix it into the soil, where ‘it’s needed by the roots.

Potassium helps regulate plant metabolism and affects water pressure regulation inside and outside of plant cells. It is important for good root development. For these reasons, potassium is critical to plant stress tolerance. Its application improves:

- Quicker plant growth
- Phosphorus content for plant nutrition
- Supports photosynthesis process in plants
- Improves roots and flower growth
- Increases the soil pH for better plant germination

Phosphorus encourages flower bloom and root growth, while potassium helps plants fight diseases and take in other nutrients. If soil is low in phosphorus and potassium or just needs a yearly application to keep them at proper levels - several organic options, as well as synthetic blends, exist to add them to the soil. A tailored subsidy program for phosphate and potassium content-based Fertilizers is need of the day to balance the soil nutrients. Therefore Govt. of Punjab intends to launch a direct subsidy program in which Subsidy will be given to all eligible farmers through Pre-Paid Vouchers ranging from Rs. 200-500/50 kg bag depending upon the Phosphate content-based fertilizers like DAP, NP, SSP etc. and potassium content (based fertilizers like SOP, MOP and N.P.K (Granular) etc. This subsidy amount will be reviewed from time to time by Agriculture Department’s committee constituted under the chairmanship of Secretary Agriculture Punjab.

Cotton crop is support for the economy of Pakistan and commitment of Punjab is more than 75% of its aggregate generation in Pakistan. In any case, cotton trim territory and creation is declining because of development of zone under contending crops, biotic and abiotic elements and low quality of seeds. This diminishment in zone represents a noteworthy danger to our economy and work as 1,200 ginning industrial facilities, 400 material factories, 200 oil plants are depending on cotton edit other than immense number of homestead laborers getting compensation from dibbling, showering, hoeing and picking and so on. The customary range of this yield in Punjab was around 6 million sections of land. Change in climate conditions, better seed advances of the contending products and expanding of biotic and abiotic dangers are the fundamental driver of decrease in territory of cotton in Punjab. Non-accessibility of better-quality cotton seed to the agriculturist is yet the significant explanation behind lessening in cotton range and creation in Punjab which has now dropped to 4.388 million sections of land.
Keeping in view the present scenario Go Punjab has intended to promote the Certified cotton seed, in which financial support will be given to all Eligible farmers through Pre-Paid Vouchers. Ensuring supply of cotton seed of promising assortments at first 100,000 sacks of delinted seed (6 Kg each) and Fuzzy seed of (10 Kg) on cost sharing basis in cotton regions for seed appropriation, a straightforward system/instrument has been formulated. 100,000 packs of affirmed seed will be made available.

Pakistan is deficient to meet the domestic requirement of vegetable oil. Domestic sources of edible oil of cotton seed, rapeseed, mustard, sunflower and canola. Total annual requirement of oil seed crops is 3.3 million tons out of which imported 2.6 million metric tons and form local production 0.73 million tons. Pakistan import annually 94% palm oil 5% soybean oil. Status of major oil seed crop in Punjab is rapeseed/mustard is 130 (000 Hectares), 22 (000 Hectares) sunflower and 69 (000 Hectares) sesame. Major constrains in oil seed production are as under:

1. Uncertainty about procurement at reasonable prices.
2. Local Ghee/Oil Industry prefer to purchase cheaper palm oil.
3. Competition with wheat, sugarcane, maize and cotton.
5. Non-availability of quality seed.
7. Incompatible water saving policy with oilseed crops

Besides resolving other issues, GoPb has made a comprehensive plan for increase of area and production of oil seed crop in Punjab with a subsidy. Therefore, self-sufficiency will be possible with increase in area under oil seed whole Punjab. To solve the constrain number 1 and 3 GoPb Will subsidized 150,000 acres of sunflower and Canola @ PKR-5,000 depending upon the difference between Cost of production and market price.

Farm Implements are crucial input for agricultural crop production and one that historically has been neglected in the context of developing countries. Increasing the power supply to agriculture means that more tasks can be completed at the right time and greater areas can be farmed to produce greater quantities of crops while conserving natural resources. Applying farm technologies that are environmentally friendly enables farmers to produce crops more efficiently by using less power with a total subsidy of PKR 138 Million The govt. of Punjab intends to provide the subsidy to small farmer on their crop cultivation operations. For this purpose, agriculture department will engage the service providers for the provision of farm operational services including laser land levelling, tillage, interculturing, Drill Sowing, Zero tillage sowing, seed bed preparation and mechanical spraying at rental basis. This service available only for small holding farmer having less than 5 acres and adopt the mechanism. From this service around 6,000 small holding farmers will get benefit and 1.2 Million acres will be covered. The subsidy will be provided upto 5 acre per CNIC for each implement during one crop cycle and subsidy will be provided on the following implements.

- Laser La24 evelerler
- Zero Tillage
- Happy Seed drill
- Disc Plough
- Seed Bed Planter
Director General Agriculture Extension and Adaptive Research, Government of the Punjab, (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) to disburse support price on Fertilizer, Seed, Farm operation services and other Agri inputs via branchless banking services/mobile money services. The flow mechanism of disbursement support price to the registered farmer prescribed in Figure-1 below:

1.1. **Subsidy Disbursement and Utilization System (SDUS):**

1.1.1. The service provider should develop an integrated system for disbursement on CNIC and Mobile Wallets and utilization of the subsidy’s amount through ATMs and Retailer network. Utilization includes cashing-out the subsidy cash amount or making a close loop wallet transaction (which may include but not limited to retailer payments, funds transfer, mobile credit recharge, bill payments etc.).

1.1.2. The service provider shall issue branded Card with digital credit to the Farmer once Mobile Wallet (MW) / Mobile Accounts (MA) are successfully registered/opened. The card can be used for debit/credit card services.

1.1.3. The service provider must ensure that the money is disbursed to the correct beneficiary and shall be responsible for any fraud with consumer at agent location.

1.1.4. The disbursed amount through mobile wallet would be collected/cashed out (from the agent/retailer) by the beneficiaries/recipient after verification of their CNIC.

1.1.5. The service provider would automatically check MW/MA of benificery and through disbarment to beneficiary accordingly and report back to PITB.

1.1.6. The service provider shall develop a mechanism for on boarding the designated input retailers for transferring the subsidy amount into farmers MW account/CNIC upon input purchase.

1.1.7. The service provider(s) shall check & provide the pairing detail of CNIC and Mobile No. of at least one telecom’s subscribers.

1.1.8. All disbursed amount through (CNIC/MW) will be cash out after biometric verification

1.2. **Systems Integrations:**

1.2.1. The service provider should integrate with all subsidy portals both Biometric CNIC and Mobile Account/Mobile wallet disbursement’s APIs.
1.2.2. The service provider should be able to receive the payment advices (through API connectivity) from PITB/Technology Partner and disburse the same to the recipients. The payment advice to include beneficiary’s CNIC, Mobile Number and Disbursement amount. Intimate PITB/Technology Partner about beneficiary’s information after the disbursement and collection.

1.2.3. The service provider must be able to handle multiple integration scenarios. Connection to service provider can be established through Web interface with PITB/Technology Partner, API and database pooling integration methods at the same time through different types of connections: HTTP & SMPP protocols.

1.2.4. The service provider must have the capability to integrate and link directly with Technology Partner. BBO will be needed to establish secure VPN connectivity with Technology Partner for API integration.

1.2.5. The service provider must offer real-time transactional functionality based on the advice issued by / Technology Partner (via API). PITB/Technology Partner will provide BBO farmer’s CNIC, mobile number and disbursement amount. Once the advice is received, the BBO is required to disburse the amount to farmer’s CNIC or wallet at real-time or near real-time. Once the disbursement has been completed, BBO update / Technology Partner through the API connectivity.

1.2.6. The service provider shall develop connectivity through API and integrate with Technology Partner for Live Real Time Disbursement and shall verify the system thorough regression and sanity testing, including but not limited to System integration testing (SIT), System Acceptance Testing (SAT) & User Acceptance Testing (UAT).

1.2.7. The service provider shall make sure that the integration process through API is completed within ten (10) days after award letter and delay in doing so may result in termination of awarded contract to Service Provider.

1.2.8. The service provider shall conduct weekly basis reconciliation with PITB on transactions & amount disbursed and Reconciliation of amount totally responsibility of service provider.

1.3. **SMS & Robo-Calls:**

1.3.1. The Service Provider should inform all eligible beneficiaries about disbursement through SMS or Robo-calls. The content of these SMS/Robo-calls will be provided by the purchaser. These SMS will be in addition to the ones that are sent automatically by the BBO as transaction alerts.

1.3.2. The Service Provider should have SMS services available to all telecom Networks.

1.3.3. The Service Provider shall provide SMS services by masking with sender name as “Subsidy” or any other sender name consisting of up-
1.3.4. The service provider must develop an advanced UI design on a frontend Web Panel for SMS campaign management – the system must include management of eService provide round campaigns backed up with detailed analytics per individual message combined by full stack subscriber base management and customizable UI.

1.3.5. The service provider must make sure that the SMS transmission is fully encrypted – for bigger data protection.

1.4. Planning, Execution, Maintenance & Operations:

1.4.1. The service provider should submit a detailed implementation and execution plan. The plan must also cover procedures and parameters for preventive and break-down maintenance, as well as maintenance review procedures.

1.4.2. The service provider should guarantee up-time and adequate performance of cash disbursement mechanism.

1.4.3. The service provider should guarantee smooth operations and functioning of all services during the entire contract period.

1.4.4. The service provider should ensure prompt and efficient 'response time' related to all service delivery aspects which shall include but not limited to the cash disbursement time to beneficiary once he will reach the disbursement facility.

1.4.5. The service provider should take prompt and reasonable action for resolution of each complaint, including complaints received from users as well as from Agriculture Department and generate log of each complaint along with the details of the resolution.

1.4.6. The Service Provider is liable to cooperate fully with the assigned Information System Auditor's and shall extend all necessary access, support & cooperation for the completion of said audits (as and when required).

1.4.7. The service provider should participate in all meetings, committees, etc. as directed by Agriculture Department from time to time.

1.4.8. The service provider shall provide a detailed SLA for each activity that is being performs during the contract period. Which includes but not limited to financial transactions, SMS, Robo-calls, reporting, input retailer on-boarding etc.

1.5. System Security and Controls:

1.5.1. The service provider should plan and conduct regular security audits and performance tuning activities. Timely submit associated plans, schedules, and results for review.

1.5.2. The Service Provider(s) is responsible for operating the entire Subsidy including all its components and peripherals, reliably and securely at all times during the course of the contract. After completing the
system deployment, User Acceptance Testing (UAT) and Commissioning of the system, the Contractor shall not make any changes to the system configuration parameters and security settings without prior written approval of the Agriculture Department in a timely manner.

1.6. **Compliance and Regulations:**

1.6.1. The service provider will ensure standard customer experience of offered services as per PTA’s determination

1.6.2. The service provider must obtain all necessary permits under all applicable Laws required to proceed with the Subsidy disbursement.

1.6.3. The service provider may establish, maintain and operate as third-party service provider (TPSP) for financial and applications services in Pakistan. TPSP license allows the service provider to provide technical services for channeling, routing, and switching transactions for branchless/mobile banking among SBP’s Authorized Financial Institutions (AFIs), telecom operator(s) and TPSP(s).

1.6.4. The service provider must make sure that the branchless banking agents are governed by a comprehensive fraud & blacklisting policy (as prescribed by the State Bank’s Framework for Branchless Banking Agent Acquisition and Management) which shall encompass provision for taking penal action against branchless banking agents in case it is established that the agent is involved in any kind of fraud, forgery, misinformation and misreporting.

1.7. **Analytics & Reports:**

1.7.1. The service provider must provide Retailer, scheme wise, location wise daily, Weekly and Monthly Reporting to PITB/ Technology Partner and Agriculture Department.

1.7.2. The service provider must provide mutually agreed automated mechanism in the form of system generated real time analytical alerts/reports viewable via centralized dashboard for the senior level management as part of effective monitoring and reporting.

1.8. **Support & Trainings:**

1.8.1. The service provider shall arrange training session for Agri. helpline call center resources on the solution and complete transaction system as well as FAQ’s.

1.8.2. The Service Provider should have a Network Operation Centre (NOC) for End-to-End monitoring and dedicated Help Desk to provide 24*7 online support.

1.8.3. The service provider should make sure that all farmers registered under the subsidy program must have access to a toll-free helpline for all/any payment related queries. This facility should be free of cost to at least on-net users.
1.8.4. The service providers must display informational brochures/handouts which should be available readily to the farmers at retailers and franchises

**Existing e-Voucher Subsidy Scheme Flow Chart**

*Figure-1*

**Functional Requirement:**

- In an effort to increase farming capacity and increase crop yield in the country, Government of the Punjab has initiated ‘direct to farmer’ subsidy for Fertilizer and seed. As part of the scheme, fertilizer manufacturers/suppliers will include scratch-card vouchers inside every fertilizer and seed bag half inside and half outside the bag. After opening the bag farmer will find the scratch-card, the farmer will be required to send the secret scratch-card number and his/her CNIC on a pre-specified short-code from his/her mobile phone.

- Upon receiving the SMS, PITB/ Technology Partner will verify customer's CNIC against the registered farmers' database. PITB/ Technology Partner will then verify the secret code. Upon successful verification, PITB/ Technology Partner will advise Branchless Banking Operator to disburse specified amount to the farmer. PITB/ Technology Partner will provide farmer's mobile number, CNIC, Mobile wallet and amount to be disbursed.

- Applicant to provide solution and pricing for the following:
  - Firstly, Subsidy verification SMS to farmer as instruction provided by PITB/ Technology Partner
  - Disbursement to CNIC and mobile wallet (OTC transaction).
  - Markup on the amount retained with Service Provider till the disbursement to the beneficiary on daily day end balance basis.
• A maximum of up to PKR 4 Billion will be disbursed through this scheme. The ticket size can vary from farmer to farmer and will be between PKR 200 to PKR 10,000. It is estimated that up to 500,000 recipients will benefit from the scheme.

**Time Schedule:**

• Tentative duration of Contract will be till incurring of full-service charges to Client as mentioned in the Contract (to be signed with the successful bidder(s)).

**Comments on ToRs:**

• The bidders are required to bid on the basis of ToRs and Schedule of Requirements provided by the Client in these bidding documents. However, the bidders may provide their comments / modifications / improvements in ToRs in their respective Technical Proposals. Such comments / modifications / improvements in ToRs will not be considered during evaluation of proposals,

• The Client may consider the comments / modifications / improvements in ToRs of the successful bidder(s) at the time of signing the contract. Such consideration shall not negatively affect the Financial Proposal of the successful bidder / Contract Amount.

**NOTE:** The bidder has to abide by all the requirements as mentioned in ToRs and Schedule of Requirements.
PART-I — SECTION-V

BIDDING FORMS

1. Bid Submission Form:

Date: ........................................

Ref. No: .................................

To

Director General Agriculture
(Extension & AR) Punjab
21-Davis Road, Lahore.

Having examined the bidding documents, I / we, the undersigned, offer to provide Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm operation services and other Inputs in conformity with the said bidding documents, including ToRs and Schedule of Requirements, contained therein, as for the sum as mentioned in Schedule of Prices or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

If my / our Bid is accepted, I / we will obtain the guarantee of a bank in a sum equivalent to 2% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

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

<table>
<thead>
<tr>
<th>Name and Address Of Agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>(if none, state “none”)</td>
<td>___________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>
We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____________ day of ______________ 20____.

[signature] ___________________ [in the capacity of] ___________________ 

Duly authorized to sign Bid for and on behalf of ________________________________
2. Price Schedules:

A: Disbursements of Subsidy Amount to Farmer:

1.1 Estimated Transaction through CNIC/OTC

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Transaction Slabs</th>
<th>Amount to be Disbursed (Million)</th>
<th>Service Charges Per Transaction in %age</th>
<th>Total Service Charges for the Category / Slab (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>100-400</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>401-1,000</td>
<td>930</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>1,001-3,000</td>
<td>470</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi</td>
<td>3,001-10,000</td>
<td>400</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total of service charges

1.2 Estimated Transaction through MA/MW:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Transaction Slabs</th>
<th>Amount to be Disbursed (Million)</th>
<th>On Net Disbursement (Million)</th>
<th>Service Charges per Transaction in %age</th>
<th>Off Net Disbursement (Million)</th>
<th>Service Charges per Transaction in %age</th>
<th>Total Service Charges for the Category (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>100-400</td>
<td>280</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>401-1,000</td>
<td>900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>1,001-3,000</td>
<td>330</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi</td>
<td>3,001-10,000</td>
<td>450</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>1,960</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B: Markup Rate Offered (on Day End Balance Basis):

<table>
<thead>
<tr>
<th>Financial</th>
<th>Markup Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated amount: 4.00 Billion</td>
<td></td>
</tr>
<tr>
<td>(To be released gradually)</td>
<td></td>
</tr>
</tbody>
</table>

C: SMS services One-Way & Two-way (Mask: Agri. Subsidy or any other) With (Short Code: - -----) SMS Services:

3.1 One-way SMS:

<table>
<thead>
<tr>
<th>SMS Services On net &amp; Off-net</th>
<th>Rate / SMS on net</th>
<th>Rate / SMS off-net</th>
<th>Total Charges (C1) ((rate/SMS on net+ offnet)/2) *8000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 8,000,000 SMS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 3.2 Two-way SMS:

<table>
<thead>
<tr>
<th>SMS Services on net &amp; Off-net</th>
<th>Rate / SMS on net</th>
<th>Rate / SMS off-net</th>
<th>Total Charges C2 ((rate/SMS on net+ offnet)/2) *2000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 2,000,000 SMS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3.3 One Way Robo Calls

<table>
<thead>
<tr>
<th>Call Services On-Net &amp; Off-net</th>
<th>Rate /call on net</th>
<th>Rate / call off-net</th>
<th>Total Charges C3 ((rate/SMS on net+ offnet)/2) *1000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated: 1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder: ____________________________ Date: _______________
1. **Contract Form:**

   THIS AGREEMENT made the _____ day of __________ 20____ between **Director General Agriculture (Extension & AR), 21-Davis Road, Lahore** (hereinafter called “the Purchaser”) of the one part and **[name of Service Provider]** of (hereinafter called “the Service Provider”) of the other part:

   WHEREAS the Purchaser invited bids for **Hiring Non-Consulting Services of Branchless banking for Disbursement of support price on agri. Inputs** and has accepted a bid by the Service Provider for the supply of these services for a sum of **[contract price in words & figures]** (hereinafter called “the Contract Price”):

   NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

   1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

   2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

      (a) the Bid Form and the Price Schedule submitted by the Service Provider;
      (b) the Schedule of Requirements;
      (c) the Terms of Reference;
      (d) the General Conditions of Contract;
      (e) the Special Conditions of Contract;
      (f) the Purchaser’s Notification of Award
      (g) Technical Proposal Submitted by the service Provider with Project Implementation Plan
      (h) Mutually agreed Service Level Agreements,
      (i) Roles & Responsibilities between Client and the Service Providers (Annex-VI)
      (j) JV Agreement *(if applicable)*

   3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

   4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects
therein, the Contract Price or such other sum as may become payable under
the provisions of the contract at the times and in the manner prescribed by
the contract.

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

Signed, Sealed, Delivered by _______________ the ______________ (for the Purchaser)

Signed, sealed, delivered by _______________ the ______________ (for the Service Provider)
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] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Buyer: ................................. Name of Seller/Supplier: .................................

Signature: ........................................ Signature: .......................................................  

[Seal] [Seal]
GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

1.1 “Account” means a bank account of ____ wherein funds shall be given by GoPb in form of a cheque and debited through electronic fund transfers in real-time on subscription of each subsidy voucher for purposes of the Agreement.


1.3 “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.

1.4 “Active Agent” Shall mean provide the range of financial services to customers presently and have the available platforms for the implementation of branchless banking agent networks.

1.5 “API” mean Application Program interface

1.6 “Beneficiary” means and includes those registered farmers, who purchase fertilizer, Cotton seed and oilseed containing subsidy vouchers and are entitled for the Disbursement from GoPb’s funds provided to ____ in accordance with the terms and conditions of the Agreement.

1.7 “Branchless Banking” means the delivery of the banking services through the retail agents, mobile phones and other channels outlined in the Branchless Banking Regulations devised by the State Bank of Pakistan as an alternate to the physical branches and premises.

1.8 “Branchless Banking Regulations” means the Branchless Banking Regulations issued by the Banking Policy and Regulations Department of the State Bank of Pakistan, and any other rules, regulations or laws that may be applicable to the Branchless Banking as amended from time to time.

1.9 “Business Day” means a day on which banks in the Islamic Republic of Pakistan are open for business.

1.10 “Client” means the Procuring Agency that signs the Contract for the Services with the Selected Service Provider.

1.11 “CNIC” means the Computerized National Identity Card
issued by the National Database and Registration Authority, Pakistan

1.12 “Contract” means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

1.13 “Collection” means the beneficiary collect the subsidy amount from the BBO retailer, in successfully completion of collection the bbo report back the collection location, amount and agent detail.

1.14 “Disbursement” means a transaction of disbursement of funds from the Account to the Beneficiaries through the Disbursement Channels under this Agreement.

1.15 “Disbursement Counter” means and includes the retail agents/outlets authorized by {BBO} for purposes of delivering the Services in relation to the Branchless Banking.

1.16 “Disbursement Channels” means the payment to the Beneficiaries through the retail agents using over the counter system.

1.17 “Digital Credit” means the digital solution to develop new or expand existing financial products (where Credit is disbursed and recovered rapidly), services and delivery platforms that will increase financial access for people living at the bottom of the pyramid.

1.18 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.19 “Force Majeure” means and includes an event which is beyond the reasonable control of a Party, not foreseeable, unavoidable, and which makes a Party’s performance of obligations mentioned hereunder impossible or so impracticable as reasonably to be considered impossible in particular circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include:

(a) any event, which is caused by the negligence or intentional action of a Party or its agents or its employees;

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

1.20 “GCC” means these General Conditions of Contract.

1.21 “Joint Venture (JV)” means an association with or without a
legal personality distinct from that of its members, of more
than one entity where one member has the authority to
conduct all businesses for and on behalf of any and all the
members of the JV, and where the members of the JV are
jointly and severally liable to the Client for the performance
of the Contract.

1.22 “Card” means the Debit Card along with MW/MA for
farmer, service provider shall develop the card (as instructed
by the procuring agency), which can be used at agent network
ATMs and Agri retailer network

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

1.24 “MW Disbursement” means the disbursement of the funds to
the Beneficiaries at their Mobile Wallet (if not available open
the mobile wallet).

1.25 “MA’s Disbursement” means the disbursement of the funds to
the Beneficiaries at their Mobile Account (if not available
open the mobile account)

1.26 “OTC Disbursement” means the disbursement of the funds to
the Beneficiaries over the counter at their CNIC ______

1.27 “Pin code” means secret code sent by _____ through the SMS
to the Beneficiaries for purposes of Disbursements at the
__________.

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

1.29 PIP” mean the Program implementation plan, include plan
of all disbursement channel implementation mechanism and
may include the flow charts etc.

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

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

1.32 “Services” means the services to be provided by ____
specifically mentioned in clause 3 of this Agreement.
1.33 “Service Charges” means the charges mentioned in clause 3.16 of this Contract.

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

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

1.36 “Subsidy Voucher” means the voucher containing hidden secret code placed in the fertilizer and cotton seed and oilseed

1.37 “Technology Partner” means is facilitating GoPb, Agriculture Department for system connectivity and stakeholder integrated subsidy portal with regard to the Subsidy Vouchers.

1.38 “UC(s)” mean union council forms the second-tier of local government and fifth administrative division in Pakistan the list Punjab union council download from the given adress https://lgcd.punjab.gov.pk/UCs_in_District_Councils

2. Application

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

3. Country of Origin

3.2 For purposes of this Clause, “origin” means the place from where the Services are supplied and / or the ancillary Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Services and / or ancillary Goods are distinct from nationality of the Service Provider.

4. Standards

4.1 The Services and ancillary Goods provided under this Contract shall conform to the standards mentioned in the Terms of Reference, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Services and ancillary Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Service Provider shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be
necessary for purposes of such performance.

5.2 The Service Provider shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider's performance under the Contract if so, required by the Purchaser.

5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency, if so, required by the Procuring Agency.

6. Patent Rights

6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services and ancillary Goods or any part thereof.

7. Performance Security

7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Service Provider shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Services and ancillary Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Terms of Reference shall specify what inspections and tests the Purchaser requires.
and where they are to be conducted. The Purchaser shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services and ancillary Goods’ final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Service or ancillary Goods fail to conform to the Specifications, the Purchaser may reject the Services and ancillary Goods, and the Service Provider shall either replace the rejected Service and ancillary Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser’s right to inspect, test and, where necessary, reject the Services and ancillary Goods after the Services and ancillary Goods’ arrival in Pakistan shall in no way be limited or waived by reason of the Services and ancillary Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Services and ancillary Goods’ shipment from the country of origin.

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

9. Packing

9.1 The Service Provider shall provide such packing of the ancillary Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the ancillary Goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

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

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

11. Insurance

11.1 The Services and ancillary Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.

12. Transportation

12.1 The Service Provider is required under the Contact to transport the ancillary Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be included in the Contract Price.

13. Incidental Service

13.1 The Service Provider may be required to provide any or all of the following additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and / or start-up of the supplied ancillary Goods;

(b) furnishing of tools required for assembly and / or maintenance of the supplied ancillary Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied ancillary Goods;

(d) performance or supervision or maintenance and / or repair of the supplied ancillary Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Service Provider's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied ancillary Goods.

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

14. Spare Parts

14.1 As specified in SCC, the Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts distributed or manufactured by the Service Provider:

(a) such spare parts as the Purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract; and
(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

15.3 The Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Services and ancillary Goods or parts thereof (if any), without costs to the Purchaser.

15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

16.2 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed and ancillary
Goods (if any) delivered, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Service Provider for Services performed and ancillary Goods (if any) delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser’s request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Service Provider pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) the Services to be provided by the Service Provider and /
or
(b) drawings, designs, or specifications, where ancillary Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider’s receipt of the Purchaser’s change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts

21.1 The Service Provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.
21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Service Provider's Performance

22.1 Performance of the Services and delivery of ancillary Goods (if any) shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services and delivery of the ancillary Goods (if any), the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Service Provider fails to perform the Services or to deliver any or all of the ancillary Goods (if any) within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services or delivered price of the delayed ancillary Goods (if any) for each week or part thereof of delay until actual performance or delivery, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

(a) if the Service Provider fails to perform any or all of Services and / or provide any or all of ancillary Goods (if any) within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Service Provider fails to perform any other obligation(s) under the Contract.
(c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services and ancillary Goods (if any) similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services and ancillary Goods (if any). However, the Service Provider shall continue performance of the Contract to the extent not terminated.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. **Termination**

26.1 The Purchaser may at any time terminate the Contract by
for Insolvency

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

27. Termination for Convenience

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and ancillary Goods (if any) and for materials and parts previously procured by the Service Provider.

28. Resolution of Disputes

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

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and / or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services and ancillary Goods (if any) to the Purchaser.
PART-II — SECTION-III

SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

   GCC 1.1 (g)—The Purchaser is: Director General Agriculture (Ext. & AR), Agriculture House, 21-Davis Road, Lahore.

   GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan

   GCC 1.1 (i)—The Service Provider is: [Detail]

   GCC 1.1 (j)—The Project Site is: Punjab

3. Performance Security (GCC Clause 7)

   GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 2% (two per cent of the Contract Price) in the shape of CDR, Pay Order, Demand Draft, Banker’s Cheque, or Bank Guarantee duly issued from a scheduled bank of Pakistan.

6. Insurance (GCC Clause 11)

   GCC 11.1—Insurance coverage of all types is Service Provider’s responsibility, he/she may arrange appropriate insurance coverage.

9. Payment (GCC Clause 16)

   GCC 16.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

   Payment:

   i. All payments shall be made in PKR

   ii. Payment of OTC/MW/MA transaction service on monthly basis.

   iii. Payment of SMS service on monthly basis.

   iv. The payment of mark-up by the Service Provider to the Client shall be made in the form of a Pay Order / Demand Draft (in the name of Government of the Punjab (C-03136 Agriculture-Other)) on 6 monthly bases from the date of signing the Contract.

12. Prices (GCC Clause 17)

   GCC 17.1—Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)

   GCC 23.1—Applicable rate: 0.01 % of contract price per day
14. **Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

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

15. **Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

16. **Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. **Notices (GCC Clause 31)**

GCC 31.1—Purchaser’s address for notice purposes – **Director General Agriculture (Ext. & AR), Agriculture House, 21-Davis Road, Lahore.**

—Service Provider’s address for notice purposes:
Annexure-I

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

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

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

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

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

Signed by an Authorized Representative:

Name of the Applicant: ................................

Date: ........................................................
Annexure – II

Power of Attorney (For signatory of Application)
[To be printed on a PKR 100 stamp paper]

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

Sign and submit to Director General Agriculture (Ext. & AR) or its authorized nominee, the EOI/Tender/Bid of IT Consultancy Firm for “Hiring Services of Branchless Banking Operator(s) for Disbursement of Financial Support on Fertilizer, Seeds, Farm Operation Services and other Inputs”, in response to the EoI advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the EOI/Tender/Bid.

i. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and

ii. do and carry out all other actions as may be required by the Procuring Agency in connection with the EOI/Tender/Bidding process as a whole;

iii. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

iv. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Consortium], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

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

FOR: [INSERT NAME OF APPLICANT FIRM/ CONSORIUM]

Signature:.................................................................
Name:.................................................................
Title:.................................................................
CNIC/Passport No.: .............................................
## Litigation History

**NAME:** *(Applicant or Member(s) of Joint Venture)*

<table>
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<tr>
<th>Year</th>
<th>Award for or Against Applicant</th>
<th>Name of Client Cause of litigation and matter in Dispute</th>
<th>Disputed Amount (Current Value in Pakistani Rs. or US$ Equivalent)</th>
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Annexure – IV

Performance Security Form
(Bank Guarantee)

To

[Client Address]

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

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

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

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

This guarantee is valid until the _____ day of __________20____.

Signature and Seal of the Guarantors

______________________________

[name of bank or financial institution]

______________________________

[address]

______________________________

[date]
Joint Venture Agreement

CONDITIONS AND TERMS

[To be Executed on Rs. _________ Stamp Paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the “Agreement”) made and entered into this ………………… day of the month of …………… 2010 by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Leading Local Member firm] (hereinafter called “[Short Name or Acronym]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Leading Member”;

2. [Name and address of the Member firm] (hereinafter called the “[Short Name or Acronym]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called ‘Principal Local Member’;

3. [Name and address of the Member firm] (hereinafter called the “[Short Name or Acronym] “), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called ‘Principal Foreign Member’; and

4. [Name and address of the Member firm] (hereinafter called the “[Short Name or Acronym] “), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Principal Foreign Member”.

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the “[Short Name or Acronym]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Associate Member”.

2. [Name and address of the Member firm] (hereinafter called the “[Short Name or Acronym]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Associate Member”.

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the “Member” and collectively called the “Members”)

WHEREAS

(a) the Client (as defined hereunder) intends to appoint /has appointed the Consultants for providing engineering services; hereinafter called the “Services” for [Name/Title of the Project]; hereinafter called the “Project”; and

(b) the Members have agreed to join hands in the form of a Joint Venture to provide the said professional engineering services.

(Note: In case Services, up to ‘acceptance of Proposal by the Client’ are separately covered under Memorandum of Understanding (MOU), then the above text be modified accordingly)
NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

1.1.1 “Client” means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;

1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;

1.1.3 “Day” means the period between any one midnight and the next, and “Month” means a period of one month according to the Gregorian calendar commencing with any day in the month;

1.1.4 “Document” means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;

1.1.5 “Invitation” means the invitation of the Client to a Member or Members to submit a proposal for the provision of professional engineering services for the Project;

1.1.6 “Joint Venture” means the joint venture formed between the Members in accordance with this Agreement;

1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached thereto and such other documents as may be specified in [Schedule 1] to form part of this Agreement;

1.1.8 “Leading Member” means the member which will take the lead in the management of the Joint Venture’s affairs and which will provide the Joint Venture’s Representative for liaison with the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;

1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

1.1.10 “Project” means the undertaking or proposed, or actual works named in [Schedule 1] in connection with which the Client intends or has commenced to proceed and requires professional services;

1.1.11 "Proposal" means the proposal to be prepared and submitted by the Joint Venture in response to the Invitation;

1.1.12 "Services" means all the services to be performed by the Joint Venture in accordance with the Proposal, any Terms of Reference or the Services Agreement, as the case may be;

1.1.13 "Services Agreement" means the agreement between the Client and the Joint Venture for the provision of professional services for the Project; and

1.1.14 “Works” means the permanent works to be constructed, including the goods and equipment to be supplied to the Client, for the achievement of the Project;

1.2 Interpretation

1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.

1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.
2. JOINT VENTURE

2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:

- preparing and submitting the Proposal to the Client [Remove if not applicable];
- providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- entering into the Services Agreement with the Client, if the Proposal is accepted; and
- performing all the Services to be undertaken for the Project by the Joint Venture under the Services Agreement.

2.2 The Members hereby appoint the Leading Member and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Client (such change to be notified to the Client and his acceptance obtained).

3. PROPOSAL SUBMISSION

3.1 The Members shall make all reasonable endeavors to obtain from the Client the award of the Services in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Client and the Joint Venture.

3.2 The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Leading Member shall co-ordinate the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions as allotted by the Policy Committee until the award of the Services to the Joint Venture and signing of the Services Contract Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.

3.3 Once the Proposal has been submitted to the Client no changes may be made or additional information or explanations given without the consent of all the Members until the Services Agreement is effective.

3.4 The Members shall enter into the Services Agreement, if it is awarded to the Joint Venture, in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture.

3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favor of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.

3.6 Subject to directions of the Policy Committee, the Representative of the Leading Member shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Services Agreement and alterations to its terms and to the Services to be performed.
4. PERFORMANCE OF THE WORK

4.1 The work to be performed under the Services Agreement shall be carried out in accordance with the terms and conditions of the Services Agreement and this Agreement. In the event of any inconsistency between the terms of the Services Agreement and this Agreement regarding the performance of the work, the Services Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.

4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Services Agreement to the satisfaction of the Client, subject to Sub-Clauses 4.3 and 4.4 below.

4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Client if required by the Services Agreement.

4.4 Any alterations or additions to the Services to be carried out under the Services Agreement shall be made only with the consent or on the instructions of the Client in accordance with the Services Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Client if required by the Services Agreement.

5. LANGUAGE AND LAW

5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
- the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.

7.2 From the date of this Agreement until the award of the Services Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members under the Services Agreement, subject to the conditions of the Invitation;
- for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
- any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.

7.3 From the date of the award of the Services Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising
the Representative of each of the Members specified in accordance with Sub-Clause 3.5.

7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment(s), temporary or otherwise, as may occur from time to time.

7.5 The representative of the Leading Member on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].

7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.

7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days’ notice in writing to the Members.

7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.

7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavors to settle any disputes arising between them in connection with the Joint Venture.

7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.

7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment(s) or assignment(s) of responsibilities as may occur from time to time.

7.12 A Services Manager shall be appointed. Unless otherwise agreed by the Members, the Leading Member shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.

7.13 The Services Manager shall manage and supervise the performance of the work under the Services Agreement in accordance with the directions of the Policy Committee and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.

7.14 The Local Representatives shall work under the direction of the Services Manager.

8. DOCUMENTS

8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.

8.2 All documents prepared by either of the Members in connection with the performance of work under the Services Agreement, and which are submitted to the Client or are to be made available to third parties, shall be signed by the Services Manager, unless they concern the interpretation of the Services Agreement or alteration to its terms or Services to be performed.
8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.

8.4 Copies of all documents submitted to the Client by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.

8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and shall ensure that its employees shall observe such restrictions) unless the said information:
- becomes public knowledge;
- must be disclosed for the proper performance of the Services; or
- is published with the approval of the Joint Venture and, when required under the Services Agreement, of the Client.

No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

8.6 Except as may be otherwise provided under the Services Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.

8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Services are carried out in accordance with the Services Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.

9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.

9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

9.4 Each Member shall be entitled to invite, subject to the approval of the Client (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Client other than by a change in favor of its bankers of any monies due or to become due under the Service Agreement, without the prior written consent of the Members.
10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. **SEVERABILITY**

11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. **MEMBER IN DEFAULT**

12.1 In the event of insolvency of a Member, the other Member(s) of rest of JV is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.

12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member(s) in respect of the consequences.

12.3 A notice in writing from the Client that the performance of obligations under the Services Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.

12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.

12.6 If a reassignment of work under the Services Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.

12.7 Any sums received by the Joint Venture in payment for the defaulting Member’s obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Services.

12.8 If all of the defaulting Member’s obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:

- carry on and complete the performance of the Services Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and

- retain for the performance of the Services Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the
time of the default by the defaulting Member until the completion of the Services. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.

12.9 Upon completion or earlier termination of the Services Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member’s share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. **DURATION OF THE AGREEMENT**

13.1 If it has been jointly established by the Members that the Proposal will not be accepted by the Client or if it has not been accepted by the Client within the period allowed for acceptance in accordance with the Proposal or any extension of that period subsequently agreed between the Client and the Joint Venture, this Agreement shall thereupon terminate forthwith.

13.2 If the Proposal is accepted by the Client, this Agreement shall continue to have full force and effect and shall continue the same when the Services Agreement is entered into with the Client, until confirmation has been received from the Client that the Services have been completed, or the Services Agreement has been terminated, and all accounts relating to the Services between the Joint Venture, the Client and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. **LIABILITY**

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member(s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. **INSURANCE**

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Services Agreement.
16. **PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION**

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Proposal, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. **FINANCIAL ADMINISTRATION AND ACCOUNTING**

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Leading Member shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. **GUARANTEES AND BONDS**

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Services sufficient for the total of guarantees and bonds required of the Joint Venture by the Client. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. **ARBITRATION**

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. **NOTICES**

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Services Agreement.

21. **SOLE AGREEMENT AND VARIATION**

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.
IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on Behalf of
   [Name of the Leading Member firm]

   Name of Authorized Representative: ..................................................
   Designation: .................................................................
   Date: .................................................................
   Seal: .................................................................

2. For and on Behalf of
   [Name of the Member firm]

   Name of Authorized Representative: ..................................................
   Designation: .................................................................
   Date: .................................................................
   Seal: .................................................................

3. For and on Behalf of
   [Name of the Member firm]

   Name of Authorized Representative: ..................................................
   Designation: .................................................................
   Date: .................................................................
   Seal: .................................................................

4. For and on Behalf of
   [Name of the Member firm]

   Name of Authorized Representative: ..................................................
   Designation: .................................................................
   Date: .................................................................
   Seal: .................................................................

5. For and on Behalf of
   [Name of Associate Member]

   Name of Authorized Representative: ..................................................
   Designation: .................................................................
   Date: .................................................................
   Seal: .................................................................
JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference:

1.1.1 NAME AND ADDRESS OF THE CLIENT:

[Insert name and address of the Client.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 [Insert the name and Address of Joint Venture]
[Insert the name and address of Lead Member.]
[Insert the name and address of Representative of Lead Member/ Joint Venture.] [Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]
# FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference:

15 INSURANCES:

15.1 [Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]

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<th>Name of Member</th>
<th>Amount against Insurance Coverage</th>
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15.2 [Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Services Agreement]

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<th>Name of Member</th>
<th>Amount against Insurance Coverage</th>
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FINANCIAL POLICY

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Leading Member]
OBLIGATION BETWEEN THE MEMBERS
(AS PROVIDED IN SCHEDULE 1)
[Instructions are provided, as needed, in italics.]

Clause Reference:

4  PERFORMANCES OF THE WORKS

A.  Pre-Award Stage

[Describe the obligations of each Member for pre-award stage]

B.  Post-Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Services Agreement to the satisfaction of the Client]
FINANCIALS
[Instructions are provided, as needed, in italics.]

Clause Reference:

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of proposal as hereunder]

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<tr>
<th>Name of Member</th>
<th>Estimated/Notional Expenses</th>
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B. Post-Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]
Annexure – VI

1. Role and Responsibilities of SERVICE PROVIDER

5.1 In order to provide the Services, SERVICE PROVIDER shall:

a) subject to receiving information and documentation to SERVICE PROVIDER satisfaction and requirements, collect the amount from the client

b) Develop API configuration with PITB on required API as mentioned in Technical proposal

c) generate and send SMS messages providing confirmation to a Beneficiary as outlined and in accordance with this Agreement;

d) The content of the SMS will be mutually agreed with GoPb; and

e) Instruct Service provider Outlets to abide by the terms of this Agreement in respect of their role and duties for the purposes of the Services.

5.2 Responsible to make payment to genuine Beneficiary and liability of reimbursement shall be upon SERVICE PROVIDER in case of payment to wrong user and SERVICE PROVIDER will have to submit the recovery amount back into SERVICE PROVIDER Account.

5.3 SERVICE PROVIDER shall ensure liquidity at retail agents’ counter and no Beneficiary will be denied of payment (except on account of Force Majeure).

5.4 SERVICE PROVIDER shall be liable to pay a penalty of an amount equal to ten times the amount against which denial of service will occur.

5.5 Real time Reporting through online solution of each OTC/MW payment which include but not limited to date & time of Disbursement, location of Disbursement, frequency of Disbursement against each CNIC, date of Message Sent etc. Fields will be mutually agreed upon between GoPb and SERVICE PROVIDER and no manual data sheet of such activity shall be accepted by GoPb.

5.6 Real time Disbursement to Beneficiaries and reconciliation with PITB.

5.7 GoPb agrees to indemnify and hold harmless SERVICE PROVIDER in respect of all claims, losses, damages, and costs, expenses etc. incurred or sustained by SERVICE PROVIDER arising out of the matters contained in this Clause 5.7.

5.8 SERVICE PROVIDER shall be solely responsible for availability of liquidity at their Outlets.

5.9 All the Mark-up Profit shall be the right of GoPb and SERVICE PROVIDER shall be bound to submit Mark-up amount to GoPb on intervals decided by GoPb.

5.10 SERVICE PROVIDER shall share the trail list of the Disbursement which shall include but not limited to the date of transfer from GoPb’s account to cash delivery to Beneficiary.
5.11 SERVICE PROVIDER shall pay a mark-up at rate of % which will be calculated on daily basis (day end balance * interest rate)/365 including of all taxes.

5.12 SERVICE PROVIDER shall charge their services charges inclusive of taxes.

5.13 Mark-up rate will be calculated on daily basis

5.14 SERVICE PROVIDER shall pay the Mark-up of the amount whose transactions is Successful but amount still remains un-collected even after thirty days

5.15 SERVICE PROVIDER shall be given provision for auto debit to Disbursement amount from Subsidy Scheme account on real time basis and balance sheets will be prepared on daily basis and shared with GoPb on real time basis.

5.16 SERVICE PROVIDER shall make its best effort like Robo calls repeated messages to ensure that beneficiary collect the subsidy amount within 30 days of successful disbursement.

5.17 SERVICE PROVIDER shall inform in writing when 80% of the transferred amount is disbursed to beneficiaries

5.18 Service provider shall furnish an insurance guarantee against amount handed over to SERVICE PROVIDER by GoPb for disbursement under the Scheme.

5.19 Service provider shall provide the credit facility to farmer on their own credit scoring mechanism and product will be finalized with client.

5.20 SERVICE PROVIDER shall make Input dealers from every district per month as their agents upon fulfilling of SERVICE PROVIDER's requirements for becoming an agent.

6.1 Responsibilities of GoPb and Representations

In order to avail the Services, GoPb shall, at its own cost and expense:

a) provide SERVICE PROVIDER with sufficient cleared funds and all accurate information and instructions necessary, as set out above, in a timely manner as required prior to each Disbursement of funds by GoPb to Beneficiaries;

b) will Share the land details of Eligible Borrowers who are applying of Digital Credit

c) inform the Beneficiary of the matters stated in this Agreement and procure that Beneficiaries ensure GoPb’s compliance with the terms and conditions of this Agreement;

d) ensure that sufficient funds are available with SERVICE PROVIDER at the relevant date and time to enable Disbursements in accordance with the instructions provided by GoPb.

6.2 SERVICE PROVIDER shall not entertain requests for transaction reversals and associated requests for passcode changes from Beneficiaries but will only entertain such requests from GoPb. GoPb shall make such requests only once per day i.e. all such requests shall be consolidated by GoPb on a monthly basis and communicated to SERVICE PROVIDER.
6.3 GoPb represents and warrants to SERVICE PROVIDER as follows:

a) in the case of a company, it is duly constituted under the laws of the Islamic Republic of Pakistan;

b) it has the power and authority to enter into and perform this Agreement and the transactions contemplated under it and its entry into and performance of this Agreement and the transactions contemplated does not constitute a breach of any obligation or default of any agreement by which it is bound and the person executing this Agreement on behalf of GoPb is duly authorized to do so;

c) the obligations of GoPb contained in this Agreement constitute its valid and binding obligations enforceable in accordance with the terms hereof;

d) nothing contained herein conflicts with any of the constitutive documents of GoPb; and

e) it shall carry out its obligations hereunder in good faith.
## SERVICE LEVEL AGREEMENT (SLA)

SERVICE LEVEL AGREEMENT WILL BE FILLED BY SERVICE PROVIDER AND WILL BE FINALIZED MUTUALLY

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Service Level Target</th>
<th>Performance Measures Protocols</th>
<th>Resolution Time</th>
<th>Penalty</th>
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<td>Call Center</td>
<td>---% service level with a Threshold of --- seven seconds</td>
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<td>CNIC integration for disbursement</td>
<td>integration completed before the signing of agreement</td>
<td>1. Technology Partner’s endorsement</td>
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<tr>
<td>Mobile wallet integration for disbursement</td>
<td>integration completed before the signing of agreement</td>
<td>Technology Partner’s endorsement</td>
<td>2 days</td>
<td></td>
</tr>
<tr>
<td>CNIC and wallet integration for Collection report</td>
<td>integration completed before the signing of agreement</td>
<td>Technology Partner’s endorsement</td>
<td>Immediate</td>
<td>0.1%/day/scheme of Service charges</td>
</tr>
<tr>
<td>MW status integration and resent the transaction integration</td>
<td>1. integration completed within -- weeks of agreement signing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Initiated Transaction</td>
<td>2. integration completed within -- weeks of agreement signing</td>
<td>Technology Partner’s endorsement</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>3. agent on board with --- days of data sharing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent fraud, and grievance mechanism</td>
<td>No deductions by jazz cash agents from farmers</td>
<td>1. Farmers feedback either by Inbound or outbound calls</td>
<td>--- days</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Mystery Shopping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATM cards</td>
<td>Delivery of ATMS cards at designated address within --- weeks of data sharing</td>
<td>1. Courier Conformation receipt</td>
<td>--- days</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Technology partner’s portal report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denial of service</td>
<td>Cash to farmers from Retailer on the first visit</td>
<td>1. Farmers feedback either by Inbound or outbound calls</td>
<td>--- days</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Mystery Shopping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reversal of Funds</td>
<td>Within 7 days of request from Gopb</td>
<td>Bank Statement</td>
<td>7 days</td>
<td>Markup of the amount as mentioned in reversal request</td>
</tr>
<tr>
<td>Digital Credit</td>
<td>--- % of farmers will be offered digital Credit @ ---per CNIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMS</td>
<td>Two way On Net &amp; Off Net</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robo calls On Net &amp; Off Net</td>
<td></td>
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</tr>
</tbody>
</table>