

BIDDING DOCUMENT

REQUEST FOR PROPOSAL (RFP)

RFP No: OFWM/2022-23

National Competitive Bidding

Single Stage - Two Envelop

Development of Mobile-based App for Irrigation Advisory Services under Digital Technological Solution for Promotion of Precision Agriculture

Issued To:
Name :
Date :
Issued By:

**Director General Agriculture (Water Management) Punjab,
Lahore.**

**Office of Directorate General Agriculture (WM), Agriculture House, 21-
Davis Road, Lahore, Distt. Lahore
Phone: 92 42 9920 0962
Email: pipipwm@gmail.com**

July 2022

INVITATION FOR BIDS

Development of Mobile-based App for Irrigation Advisory Services under Digital Technological Solution for Promotion of Precision Agriculture

Director General Agriculture (Water Management) has earmarked budget towards the cost for the development of Mobile-based App for Irrigation Advisory Services under **Digital Technological Solution for Promotion of Precision Agriculture in the Punjab**. It is intended that part of the proceeds of this budget will be applied to eligible payments for provision of following services:

Sr. #	Description	Estimated Cost	Bid Security
01	Development of Mobile-based App for Irrigation Advisory Services under Digital Technological Solution for Promotion of Precision Agriculture	PKR 2.35 Million	1% of Estimated Cost

2. Director General Agriculture (Water Management), invites sealed bids for the provision of above-mentioned services from eligible bidders who are on Active Taxpayers List of the **Federal Board of Revenue for Income Tax, registered with Security Exchange Commission of Pakistan, or Registrar of Firms.**

3. Open Competitive Bidding with **Single Stage-Two Envelop procedure** will be used 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 (Water Management), 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, **August 16, 2022 at 02:00 PM**. Technical Proposals must be accompanied by a Bid Security as mentioned above in the form of Pay Order, Call at Deposit, or Bank Draft duly issued from a Scheduled Bank of Pakistan.

6. A pre-bid meeting shall be held on **August 11, 2022 at 2:00 PM** in the office of the Director General Agriculture (Water Management), 21-Davis Road Lahore to address all queries regarding the bidding documents and the bidding process.

7. Bids will be opened on **August 16, 2022 at 02:30 AM** in the presence of bidders or their representatives in the office of the Director General Agriculture (Water Management), 21-Davis Road Lahore.

8. Bidders are required to give their best & final prices (inclusive of all applicable Taxes), no negotiations are allowed.
9. Proposal not complying with the requirements shall be rejected being nonresponsive. Alternate proposals and / or conditional bids shall be considered nonresponsive.
10. Taxes will be deducted as per applicable government rules. **Bid Security, NTN and Sales Tax registration certificate must be provided with the Technical Proposal.**
11. Bids which are incomplete, not sealed, not signed and / or not stamped, late shall be rejected.
12. Bidding documents, obtained / purchased only from Director General Agriculture (Water Management), 21-Davis Road, Lahore, will be considered for further processing.
13. For obtaining any further information or clarifications, please contact the person named below:

(Muhammad Akram)
Director General Agriculture (Water Management)
Agriculture House, 21-Davis Road, Lahore.
042- 99200703

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Part-I
Section I. 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
 - (f) Manufacturer’s Authorization 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 - III
- 5.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provider’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Service Provider requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITS Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Service Providers that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the bidding documents by amendment.

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

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

C. Preparation of Bids

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

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

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

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

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

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

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

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

15.6 The successful Service Provider's bid security will be discharged upon the Service Provider signing the contract, pursuant to ITS Clause 32, and furnishing the performance 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 not later than the deadline for submission of bids.

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

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

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

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

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

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

24. Preliminary Examination

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

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITS Clause 15), **Applicable Law** (GCC Clause 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 per Terms of Reference required

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

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 points 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 and ancillary Goods	60 to 90
Quality, technology and metallurgy	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 spare parts and after-sales-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

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Services and ancillary Goods originally specified in the Schedule of Requirements

Time of Award	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	<p>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.</p> <p>31.2 The notification of award will constitute the formation of the Contract.</p> <p>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.</p>
32. Signing of Contract	<p>32.1 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.</p> <p>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.</p>
33 Performance Security	<p>33.1 Within fourteen (14) 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.</p> <p>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.</p>

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.

Introduction	
ITS 1.1	Name of Procuring Agency: Directorate of Agriculture (OFWM), Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.
ITS 1.1	Name of Contract: Development Of Mobile-Based App for Irrigation Advisory Services
ITS 4.1	Name of Purchaser: Muhammad Akram, Director General (Agriculture), On Farm Management (OFWM), 21-Davis Road, Lahore.
ITS 6.1	<p>For clarification purposes, the Employer's address is: Director (Headquarter), Directorate of On Farm Water Management, 21-Davis Road, Lahore.</p> <p>The Employer shall receive requests for clarification no later than August 15, 2022 during office hours.</p> <p>A pre-bid meeting will be held on August 11, 2022 at 2:00 PM at Committee room of Directorate of OFWM, Agriculture House, 21-Davis Road, Lahore under the convenorship of Director (Headquarters), Representative of ADU-Agriculture Department, Deputy Director (Technical) and Representative of WMTI, Lahore will its members.</p>
ITS 8.1	Language of the bid is: English

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 Terms of References / 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 .

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	<p>Amount of Bid Security: 1% of estimated cost. Bid Security shall be placed in Technical Proposal envelop.</p> <p>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 (Water Management), 21-Davis Road, Lahore.</p> <p>NOTE: The amount of Performance Security is 3% of the Contract Price in the form of Call Deposit, Demand Draft, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan to be provided by the successful bidder before contract signing.</p>
ITS 16.1	Bid Validity Period: 60 days after the date of opening of bid.
ITS 17.1	Bids shall be submitted in the format of Single Stage-Two Envelop 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 envelopes of Technical Proposal and Financial Proposal shall be placed in a common outer envelope containing the name of bidder with the title: Mobile-based app for irrigation advisory services
ITS 18.2 (a)	Address for Bid Submission: Directorate of Agriculture (Water Management), Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.
ITS 18.2 (b)	IFB Title and Number: Title: Development of Mobile-based app for irrigation advisory services
ITS 19.1	Deadline for Bid Submission: August 16, 2022 at 02:00 AM.
ITS 22.1	Time, Date, and Place for Bid Opening: August 16, 2022 at 02:30 AM., Committee room of Directorate of OFWM, Agriculture House, 21-Davis Road, Lahore.

Bid Evaluation

ITS 25.3

MANDATORY/ PRE-REQUISITE REQUIREMENTS

Sr. No	Description	SOV	Lead Firm	Associate Firm
1	Legal Status of Firm: Registered with Security Exchange Commission of Pakistan or Registrar of Firms	Registration certificate	✓	✓
2	Valid NTN / FTN (In case of International Firm Local Partner should be registered with Federal Board of Revenue in Pakistan)	FBR Certificate	✓	
3	Registration with Punjab Revenue Authority (PRA) for Punjab Sales Tax (PST). If successful bidder is not registered with PRA, it will be registered before signing of the Contract.	PRA Certificate	✓	
4	Fulfilling all requirements of clause 2 "Eligibility" of Instructions to the Applicant		✓	✓
5	Affidavit of non-blacklisting and correctness of information on prescribed format placed at Annexure-I	On Letterhead	✓	✓

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

DISTRIBUTION OF TECHNICAL SCORE (Maximum Score 100)

Sr. #	Category	Maximum Score
1	Technical competence of the Bidder	40
2	Implementation & Deployment Plan	20
3	Key Expert	30
4	Presentation for completion of the assignment	10
Total Score		100
Minimum Qualifying Score		70

1. Technical Competency of the bidder

Existing Applications/Systems developed by the bidder.
(Maximum Score - 40).

NOTE:

- i. Use template placed at **Annexure-V** to provide experience

Description	Distribution of marks	Maximum Score
Bidder must demonstrate experience in successfully designing, developing and testing of software/App or integrated web development services	10 marks for each project/ assignment Annexure-V-A	40
Provide reasonable documentary evidence.		

2. Implementation of software development and Deployment Plan (Maximum Score-20)

The member of the Evaluation Committee shall evaluate each **implementation plan on unique, practicable, easy operation, User friendly and minimum deployment time line** and the mean of aggregate marks shall be awarded out of 20 marks.

3. Key Experts' qualifications and competence for the Assignment: (Maximum Score-30)

Sr. #	Key Experts	Weightage	No. Position
1	Software Engineer	10	1
2	Software Developer	10	2
3	QC Expert/ Engineer	5	2
4	Business Development Manager	5	1
	Total:	30	6

Total points for criterion (iii): (30)

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

Sr. No	Considerations	Marks (%)
1	General qualifications (Masters and equivalent) Basic requirements of education: 20% Higher than required education: 5%	25
2	Adequacy for the Assignment (General Experience, Experience in sector / similar assignments / position) Overall General experience (10 year): 15% Specific experience (3 year): 45% Specific experience of working in specific position (2 year): 15%	75
	Total	100

4. Presentation & Demonstration of the Proposed Solution (Max. Score: 10)

Description	Distribution of mark	Maximum
Demonstrate Proposed System Conceptual	Only Presentation of Idea <i>Note: idea to be in line with the schedule of requirements and ToRs</i>	2.5
	Presentation of Idea with flow mechanizam <ul style="list-style-type: none"> ▪ Prototype Architecture design (2.5 Score). ▪ Data Structure and data points (2.5 Score) 	2.5
	Implementation plan <ul style="list-style-type: none"> ▪ Exclusivity of Implementation plan (2.5 Score) ▪ Development and Deployment Timeline (2.5 Score) 	5

Note:

Financial Proposals of ONLY those bidders shall be opened who receive 70% of the Technical Score.

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

Evaluation of Financial Proposal:

The contract shall be awarded to the lowest Financial Proposal from the evaluated bidders:

Contract Award

ITS 29.1

Percentage for quantity increase or decrease: **15%**

Part-I

Section III. Schedule of Requirements and Payment Schedule

Components	Sub-Components	Description	Quantity (Nos.)	Timeline (Months)	Payment (%)
Component A	a	Development of Irrigation Advisory services App	01	02	50%
	b	Deployment of fully functional Software/mobile app with end to end solution for Farmer	01	02	30%
	c	Development of Web-based interface having integration with key stakeholders i.e. Farmer, Researcher	01	02	20%
Sub-total					100%
Component B	a	Hosting of the App & Portal with 24 hours Uptime (3 years)	01	30	100%
Component C	a	Technical backep Support and Maintainance of the App and Integrated Portals (3 years)	01	30	100%
Sub-total					100%

Note:

1. This 'Schedule of Requirements' shall be read in conjunction with ToRs as given in the next section.
2. The contract should be completely performed till 30.06.2025 except for maintenance which shall commence after final taking over of module

Part-I

Section IV. Terms of Reference (ToRs)

DESCRIPTION OF THE ASSIGNMENT:

Globally, the Information and Communication Technologies (ICT) have revolutionized the farming sector. These help in making best-informed decisions to optimize the use of resources and enhance crop yields. Among ICT, Artificial Intelligence (AI) and smartphone technologies are the most recent emerging developments in agriculture. The project will support development of a mobile/ web-based app to provide real-time irrigation schedules for selected crops. These irrigation schedules will be based on evapotranspiration (ET) or a water balance methodology using real-time weather data from the WMRF Renala Khurd. The FAO Penman-Monteith method is used for calculating reference ET, and crop coefficients (Kc) are applied based on time after planting, calendar month, or a crop's phenological stage. The custom features of the app may vary by crop (primarily due to the irrigation system used). It is planned that critical information will be sent to users via push notifications features. Examples of push notifications include irrigation schedule updates based on observed weather data and water needs of different crop growth stages, observed rain events, and recommendations to skip irrigation when appropriate. The IT Expert/ Consultants/ firm will be engaged for the development of a mobile-based app for providing irrigation advisory services to the farmers.

Moreover, the data will be collected at WMRF by using the GPS with the latest GPS units that are getting smaller, compact, and more integrated. The GPS provides flexibility and ease of use in collection of spatial data. Moreover, the weather data like temperature, humidity, and other climate parameters will also be collected on regular basis. Use of soil moisture and temperature sensors will also be employed to collect the in-situ soil moisture at different crop growth stages. Use of low cost portable XRF spectrometers to scan the crop for crop yield forecasting, crop health analysis, and different vegetation indices and rapid field-based assessment of soil and plant condition. Based on the field data, different GIS/GPS/RS maps will be prepared for different stages of the crop. By using all field input data layers, the multi-criterion GIS based spatial analysis will be performed to find the optimum crop growth and health indicators of selected crops at WMRF those could be utilized as guide maps for other similar regions. Similarly, the suitability maps will also be created by using the previously recorded field data of different areas.

SCOPE OF THE ASSIGNMENT / DELIVERABLES:

The selected Technology Firm will be responsible for the following tasks:

Component A Development of Irrigation Advisory services App

Component B	Deployment of fully functional Software/mobile app with end to end solution for Farmer
Component C	Development of Web-based interface having integration with key stakeholders i.e. Farmer, Researcher
Component D	Hosting of the App & Portal with 24 hours Uptime
Component E	Technical backup Support and Maintenance of the App and Integrated Portals

Terms of Reference

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

- i) Develop and designs the Software with standards & specification and installation on Android.
- ii) Review all development activities including aspects of Agronomic, technical, environmental, social, economic etc.
- iii) Prepare AI model for different working operation and made comprehensive results including; irrigation requirements, alerts, soil type, crop wise and zone wise, etc.
- iv) Develop the web based interface for all stakeholders include; Technology partner, Govt. agencies and Data loggers integration.
- v) Develop mobile based app to manage and nexus of irrigation operation for end to end services.
- vi) Develop different module in mobile based app but not limited to fallowing; irrigation time, Idle time, travel time, time bound activity, working location, financial accounts, farm location, no. of irrigation etc.
- vii) Provide technical and tracking support in web based interface and mobile apps for rolling out the Mobile based app and services
- viii) Check the completed irrigations, carry out measurements, estimate the cost, and quality of irrigation of the in accordance with user satisfaction
- ix) Maintain detailed technical record and irrigation Schedule & other AI records and prepare module/ documentation as may be required by the Client.

- x) Extend technical support and maintaining information related to farm irrigation service activities regarding facilities/ services, applications, procedures, progress etc.
- xi) Web Portal, Smartphone Application, Hardware Database Structures, Source Code and AI model will be owned by the client.
- xii) The technology firm can use the end-product subsequently for up to the extent of “AI” module and “Data Set” collected from app as per the applicable laws / rules of Government of Pakistan / Government of the Punjab.
- xiii) Implement the overall farm irrigation monitoring and evaluation plan including collecting, analysing, and reporting data for continual effective alerts and
- xiv) Support in project management based on modern concepts, implementation of works, including social and environmental aspects, implementation of the communication strategy and plan, including support to Project Manager.

Part-I
Section V. Bidding Forms

1. Bid Submission Form

Date: _____
Ref. No: _____

To,

**Director General Agriculture (Water Management),
Department of Agriculture,
Government of the Punjab, Lahore.**

Having examined the bidding documents, I / we, the undersigned, offer to provide **Services for Mobile-based app for providing irrigation advisory services** in conformity with the said bidding documents, including ToRs and Schedule of Requirements, contained therein, as for the sum of [total bid amount in words & figures] 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 3% 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:

Name and address of agent

Amount and Currency

Purpose of Commission or gratuity

(If none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedules

Components	Sub-Components	Description	Quantity (Nos.)	Timeline (Months)	Amount (Rs. M)
Component A	a	Development of Irrigation Advisory services App	01	02	
	b	Deployment of fully functional Software/mobile app with end to end solution for Farmer	01	02	
	c	Development of Web-based interface having integration with key stakeholders i.e. Farmer, Researcher	01	02	
Sub-total					
Component B	a	Hosting of the App & Portal with 24 hours Uptime (3 years)	01	30	
Component C	a	Technical backep Support and Maintainance of the App and Integrated Portals (3 years)	01	30	
Sub-total					

Note:

1. The bidders must quote prices inclusive of all taxes and duties.
2. Price Schedule is effective after signing the Contract Agreement
3. Contract Agreement is for three (03) years.

Signature of Bidder _____ Date: _____

Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between **Director General Agriculture, (Water Management) , 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 **Development of MOBILE-BASED APP FOR PROVIDING IRRIGATION ADVISORY SERVICES** 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.:

- (b) the Bid Form and the Price Schedule submitted by the Service Provider;
- (c) the Schedule of Requirements;
- (d) the Terms of Reference;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) the Purchaser's Notification of Award.
- (h) SLA mutually Agreed
- (i) Roles and Responsibilities.
- (j) Technical Proposal Submitted by the service Provider with Project Implementation Plan

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)

(INTEGRITY PACT)

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

(To be submitted by the successful bidder)

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:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

Part-II

Section II. General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means those Goods ancillary to the provision of Services such as equipment, plant, machinery, consumable Goods and/or other incidental materials which the Service Provider is required to supply to the Purchaser during provision of Services under the Contract.
 - (c) "The Services" means all those Services which the Service Provider agrees to provide to the Purchaser under this Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the organization purchasing the Services and ancillary Goods, as named in SCC.
 - (h) "The Purchaser's country" is Islamic Republic of Pakistan.
 - (i) "The Service Provider" means the individual or firm or company supplying the Services and ancillary Goods under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

- 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 Client** 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
for
Insolvency**

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

**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), On Farm Water Management, Department of Agriculture, Government of the Punjab, 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% (one per cent of the Contract Price) in the shape of CDR, Pay Order, Demand Draft, or Banker's Cheque 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. Since the Insurance is seller's responsibility, he/she may arrange appropriate 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 shall be made after completion of each deliverable mentioned in table above and issuance of Taking-Over Certificate by the purchaser.
- iii. The payment pertaining to capacity building of staff will be made after completion of all trainings.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: **Fixed.**

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of Contract Price

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), On Farm Water Management, Department of Agriculture, Government of the Punjab, Lahore, 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, or any other autonomous or corporate body anywhere in Pakistan.

Signed by an authorized representative

Name of the Applicant: _____

Date: _____

Annexure – II
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*]

Annexure-III

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 2022 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 there to 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 [or remaining 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 _____

ANNEXURE-IV
ROLE AND RESPONSIBILITIES

CLIENTS AND SERVICE PROVIDER

Annexure – V-A

List of Projects / Assignments Handled by the Applicant Related to IT

Sr. No.	Name Of The Project/ Assignment	Location Province/ Country/ City	Client	Cost Of The Project	Implementation Start: Completion:	Handled As: <ul style="list-style-type: none">• Single Firm/: S• Lead Firm/: L• Consortium Firm: C	Total Cost Of Services	Cost Of Services Provided By The Bidder	Scope Of Project/ Assignment Component s/Volume Of Work Etc.

Note: Provide information in chronological order and attach herewith verifiable documentary evidence issued by the concerned agency.

Annexure – VI
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:

- i. Sign and submit to Project Coordinator or its authorized nominee, the EOI/Tender/Bid of IT Consultancy Firm for “**HMOBILE-BASED APP FOR PROVIDING IRRIGATION ADVISORY SERVICES** ”, 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.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. 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;
- iv. 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.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents ,instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

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

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

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

FOR: [INSERT NAME OF APPLICANT FIRM/ CONSORTIUM]

Signature: _____
Name: _____
Title: _____
CNIC/Passport No. : _____

Annexure – VIII
Litigation History

NAME: _____

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of litigation and matter in dispute	Disputed amount (Current value in PKR)

Note:

- i. **Attach Affidavit on stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.**
- ii. **Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last 10 years or currently under execution.**

Annexure – IX

Service Level Agreement (SLA)

Service Level Agreement will be filled by Service Provider and will be finalized mutually agreed:

Service Level	Service Level Target	Performance Measures Protocols	Resolution Time	Penalty