

MINISTRY OF NATIONAL FOOD SECURITY AND RESEARCH PAK SECRATRIAT, ISLAMABAD (https://mnfsr.gov.pk/) PROJECT PLANNING AND DEVELOPMENT UNIT (PPDU) PHONE # 051-9204650

REQUEST FOR PROPOSALS

HIRING OF SERVICES FOR DIGITAL TRANSFORMATION OF MNFSR

The Ministry of National Food Security and Research, Government of Pakistan invites Request for Proposal ("RFP") under the project "Project Planning and Development Unit" for engagement of toptier national firm capable of Designing & Development, Testing, Deployment and Commissioning of:

- i. Pakistan Agri Trade Portal (PATP)
 - a. Pakistan Agri Trade Supply Chain Dashboards.
- ii. Development & Deployment of Knowledge Management System (KMS)
- iii. Development of Ministry's Internal Business Operation Systems
 - a. Vehicle Management System
 - b. Inventory Management System
 - c. PSDP Management System
 - d. International Collaboration (IC) Management System
- 2. **Single Stage Two Envelopes (Quality and Cost Based)** procedure will be adopted under Rule 36 (b) of PPRA Rules-2004. The sealed bids, complete in all respects, should be submitted through EPADS, and the original DD/ P.O. must be substantiated to MNFSR via registered courier. Sealed bids are invited from Firms registered with Sales Tax / Income Tax Departments / relevant authorities.
- 3. The closing time for receiving the bids is 22nd September 2025, till 02:00 PM; which shall be opened publicly on the same date at 02:30 PM at MNFSR, Pak Secretariat, Block B, 3rd floor, Room No. 330, PPDU Support Unit.
- 4. The tender documents along with detailed terms and conditions can be obtained (free of cost) from the office of the PPDU Pak Secretariat, 3rd Floor, Islamabad, during office hours and available on PPRA web portal (https://ppra.gov.pk), PPRA's EPADS (https://eprocure.gov.pk) and the official website of MNFSR (https://mnfsr.gov.pk). No bid shall be entertained if not applied through EPADS.
- 5. All terms and conditions contained in the RFP / Bidding Documents shall apply.
- 6. MNFSR reserves the right to accept or reject any or all bids/proposals in accordance with PPRA Rules-2004.

Project Manager-PPDU Ministry of National Food Security Islamabad 051-9204650



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GOVERNMENT OF PAKISTAN

SEPTEMBER 2025

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Part I. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION AND PURPOSE OF THE RFP

- (a) This Request for Proposals (RFP) is being issued by the MNFSR, Government of Pakistan (the "Client"), under the project "Project Planning and Development Unit" for engagement of top-tier national firms capable of establishing Pakistan Agri Trade Portal, Supply Chain Dashboard, Knowledge Management System (KMS) and Internal Business Operation Systems that is in line with MNFSR's developmental goals.
- (b) The primary purpose of this RFP is to select and contract a firm that will offer expert support to MNFSR (the "Client") for purposes of operationalization, Development, Testing, Deployment, and Commissioning of the Pakistan Agri Trade Portal, Supply Chain Dashboards, Knowledge Management System (KMS) and Internal Business Operation Systems.
- (c) Pursuant to the PPRA Approved Framework, the tender notice for this RFP has been published on the Client's website and PPRA website.
- (d) The Client reserves the right to cancel the procurement process under this RFP at any time (or to retender with amended terms and conditions, including with respect to the category of shortlisted firms) before the execution of the Agreement for Services, at which stage the provisions of the said agreement will be applicable with respect to the term and termination of the arrangement.

2. SCOPE OF WORK

- (a) This scope of work to be performed by the Firm selected under this RFP is set forth in Part II of this RFP.
- (b) Work performed under this engagement will be reviewed by the Client. Firm will be required to provide regular updates to the Client through progress reports.
- (c) All materials and documents produced during this engagement shall be the property of the Government of Pakistan and must be treated as confidential unless stated otherwise.

3. SUBMISSION REQUIREMENTS

- i. The tender should be filled in carefully (preferably typed). No correction/alteration is allowed. Each page must be signed and stamped. Incomplete forms will not be accepted.
- ii. Single Stage Two Envelopes (Quality and Cost Based) Bidding Procedure specified in the Public Procurement Rules,2004 shall be followed for receiving and processing the bids. Bid Security not less than **Rs. 240,000/-** as mentioned in Tender Documents in the shape of **Pay Order/Bank Draft** is required in the name of the **Project Manager PPDU**, **MNFSR Pak Secretariat**, **Islamabad**. Neither personal cheques nor the bids received without earnest money will be accepted.
- iii. The bid validity period is 60 days from the date of publication.
- iv. In case, the tender is accepted by the competent authority, the earnest money will be retained till completion of the agreement period. However, the earnest money of the unsuccessful bidders will be returned on receipt of a written request.

- v. The offered rates should include GST/Government taxes, delivery, installation and necessary software charges etc.
- vi. National Tax No., GST Registration Number and Vendor Number and must be indicated by each bidder on the letterhead.
- vii. Any lapse in fulfilling requirements or any other stipulated condition (s) in the tender shall render the bid liable to rejection.
- viii. The contract will be awarded to the highest evaluated bidder as the Most Advantageous Bid after approval by the Procurement Committee / Competent Authority, whose decision will be treated as final.
- ix. The result of the bid evaluation under Rule 35 of PP Rules, 2004 will be announced fifteen days prior to the award of contract to the successful bidder. In case of any complaint of bidder, a Redressal Grievance Committee already constituted in the MNFSR will address the grievances.
- x. The procuring Agency may reject all the bids or proposals at any time prior to the acceptance of a bid or proposal under rule 33 of the Rules ibid.
- xi. The interested firms must give full address of their Head Office & Branch Offices with Telephone/Fax Numbers and contact persons on the letterhead.
- xii. Income Tax/any other tax, if leviable, will be deducted at source on the prescribed rate for onward payment to the Income Tax Department/Government.

1	Issuance of RFP on E-PADS	7 th September 2025
2	Deadline for submission of clarification questions	15 th September 2025, 2.00 PM Clarification questions may be submitted to the following email address: mukhanpm@gmail.com
3	Deadline for submission of proposals	Date: 22 nd September Time: 2.00 PM
4	Deadline for Opening of Technical Proposals	Date: 22 nd September Time: 2.30 PM

4. PROJECT SCHEDULE AND KEY TIMEFRAMES

- (a) The consultant shall commence the services within seven (07) days of the execution of the Agreement for Services.
- (b) Regular progress meetings will be held between the Client and the Consultant to review project milestones, address issues, and ensure alignment with the project objectives.
- (c) Any extensions or modifications to the timeline or scope of work will be documented and require mutual written agreement between the Client and the Consultant, ensuring that adjustments are justified and agreed upon by the parties.
- (d) Key project timeframes and set forth in Part II of this RFP. Services in connection with any specific assignment will be deemed completed when the Client has accepted the final deliverable(s).

5. BASIC ELIGIBILITY CONDITIONS

(a) The Firms must be a legally registered entity in Pakistan. Further, it shall have the capacity to conduct business within the jurisdiction where the project will be implemented. (NTN, GST)

- (b) The Firms must have proper protocols in place to ensure compliance with regulatory and statutory requirements applicable to their business practices.
- (c) The Firms must not have a conflict of interest that could affect their performance under the contract. A statement and the Firms' policies with respect to such conflicts must be included in the proposal.
- (d) Consultants must adhere to applicable data protection laws and regulations, ensuring that any data collected or handled during the project is done so securely and ethically.

6. TECHNICAL PROPOSAL SUBMISSION AND EVALUATION CRITERIA

The selection will be based upon **Quality and Cost Based Selection (QCBS)**:

- (a) The bids shall be evaluated on a Quality & Cost Based Selection, 80% weightage being allotted to technical proposal.
- (b) Technical proposals must score at least 80 points to be considered for financial proposal review. Proposals scoring below this threshold will be non-responsive.
- (c) Technical Proposals must include an overview of the firm (up to 4 pages or 10 slides), including corporate information and evidence of capabilities.
- (d) Technical proposals must include contact information of at least three references (of clients for whom the Firms has performed similar services in the past). The Client may at its discretion contact such references (and if required, the Firms shall facilitate such interaction).
- (e) The evaluation criteria and point scoring criteria, as well as the related submission requirements, are mentioned in Section II of this RFP.

7. FINANCIAL PROPOSAL SUBMISSION AND EVALUATION

- (a) In accordance with the purposes, the evaluation process will prioritize technical quality/competence. In this regard, once the technical evaluations are complete, only the financial proposals of the bidders will be opened.
- (b) The bids shall be evaluated on a Quality & Cost Based Selection, 20% weightage being allotted to financial proposals.
- (c) The weightage of the marks obtained in the financial criteria shall be twenty percent (20%) and will be calculated as under:

A = (Marks Obtained out of 100 of technical proposal) x 0.8

B = [100 x (Lowest Financial Proposal Value/Financial Proposal Value to be evaluated)] x 0.2 Final Score shall be calculated as per the following formula: Final Score = A + B

- xiii. The contract will be awarded to the firm obtaining highest Final Score (most advantageous bid).
- f) Applicants must meet all the above minimum required qualification criteria to qualify. Failure to meet any of the above criteria will disqualify a bidder.
- g) Financial Proposals must be submitted in accordance with the form set forth in Section IV of this RFP.

8. AWARD AND AGREEMENT FOR THE FIRM

- (a) The award will be made to the bidder which, following successful technical negotiations, agrees to the terms that best meet the project requirements and budget considerations. The Client reserves the right to negotiate with the bidders on specific aspects to ensure that the project objectives are fully met.
- (b) In the event there is only a single bidder that submits a proposal, the Client may proceed to award the contract to such bidder; *provided that* the bidder meets the minimum threshold set for the qualification of the Technical Proposal.
- (c) Thereafter, an Agreement for Services (as set forth in Part V of this RFP) shall be executed with the successful bidder.
- (d) Unless terminated earlier pursuant to terms of the Agreement for Services, the term of the contract shall be TWELVE (12) weeks. The parties may mutually agree to extend the Agreement for Services for a further period if deemed necessary.
- (e) As part of enhancing transparency and fairness, an Integrity Pact (as set forth in Part VI of this RFP) must be signed by the Consultant.

9. PAYMENT TERMS AND CONDITIONS

- (a) Payments to the Consultant will be made upon satisfactory completion of the milestones set forth in the Agreement for Services. Each payment will require the submission of detailed reports and deliverables as specified in the contract as mentioned in Section II.
- (b) All payments shall be made in Pakistani Rupees.
- (c) Applicable withholding taxes will be deducted at source as per the laws of Pakistan.

Part II. SCOPE OF WORK

2.1 Introduction

Agriculture is a critical sector of Pakistan's economy, contributing significantly to GDP, employment, and food security. The need for a robust, data-driven platform to monitor and manage domestic agricultural trade and supply has become paramount.

The Ministry of National Food Security & Research is primarily responsible to ensure food security and promoting agricultural product development within the country and also manages Import / Export control on essential Commodities (Wheat, Rice, Wheat Flour, Sugar, Pulses (Grain), Mung, Mash, Masoor, Chicken, Mutton, Beef, Eggs, Palm oils, Soyabean oils, Canola oils, Potatoes, Onion, Tomato, Garlic, Banana, Cirtus, Dates, Mango, Fish, Fish Products, Sesame seeds).

The Ministry of National Food Security & Research operates without a **Centralized Digital platform** and striving to streamline its Agro supply chain management to analyze demand and supply data of Agri products, leading to inefficiencies in decision making and reduced competitiveness in global / international market.

The Digital Transformation of MNFSR aims to provide real-time data visualization, analytics, and decision-making tools to stakeholders, including government agencies, farmers, traders, policymakers and other relevant stakeholders.

2.2 Objective

The primary objective of this assignment is to identify and select the firm with proven experience in development of Web Portals, Agri trade Commodities dashboards, Development / Implementation of Knowledge Management System and Development of Internal Business Operation Modules (Vehicle Management System, Inventory Management System, PSDP Management System, International Collaboration (IC) Management System). The firm will design & develop, test, deploy, and commission these systems.

It will boost Pakistan's competitiveness in global / international trade markets by identifying high demand products and target regions and to further enhance ministry capacity to market evidence-based decisions regarding export strategies. Facilitate data sharing and collaboration among key stakeholders, including farmers, exporters and policy makers and address stakeholder complaints through an integrated grievance resolution system. The digital transformation will enhance MNFSR capability to:

- i Enhancing Agricultural Knowledge Management and Accessibility.
- ii Knowledge sharing through digital repository.
- iii Improving Supply Chain Efficiency and Trade Transparency.
- iv Empowering Farmers and Stakeholders through Digital Inclusion.
- v Strengthening International Competitiveness and Climate Resilience.
- vi Ensuring System Interoperability and Long-Term Sustainability.
- vii Streamlining Business Operations for Enhanced Governance.

2.3 Conceptual Framework

The firm will be required to design & develop, test, deploy, and commission Pakistan Agri Trade Portal, Knowledge Management System and Ministry Internal Business Operation Systems that provides comprehensive information on domestic and International agricultural trade and supply develop for the Client. The Pakistan Agri Trade Portal and dashboards should enable real-time monitoring, reporting, and analysis of agricultural commodities, facilitating better decision-making and policy formulation by completing the following scope of work:

The PATP and dashboards will cover the following commodities:

a) **Main Crops**: Wheat, Rice, Wheat Flour, Sugar.

b) Meat & Poultry: Chicken, Mutton, Beef, Eggs.

c) **Edible Oils**: Palm oils, soyabean oils.

d) **Vegetables**: Potatoes, Onion, Tomato, Garlic.

e) Fruits: Banana, Citrus, Dates, Mango, Apple.

f) Aqua: Fish and Fish Productsg) Seeds: Sesame seeds and oils

	Conceptual Framework and Sta	nkeholder Engagement
Stakeholder	Focus area	Functionality
Farmers	Crop yields, cultivation trends, and weather data. Market prices and demand forecasts. Subsidies, loan programs, and government support details	times. Price comparisons for fertilizers, seeds, and
Policy Makers	National production and consumption trends. Trade balances, import/export statistics. Policy impacts on supply chains and market stability.	Regional and commodity-specific insights.
Trader	International demand and price trends. Export compliance and regulations. Trade agreements and market access opportunities.	Export readiness assessment tools. Real-time updates on global trade opportunities. Logistics tracking and supply chain optimization.
Industry Representatives	Raw material availability and price trends. Supply chain bottlenecks and risks. Industry-specific market analytics.	Predictive analytics for supply-demand fluctuations. Supplier and distributor performance tracking. Cost-benefit analysis for production inputs.

2.4 Specific Terms of References

The Terms of Refences are mentioned below for Digital transformation of MNFSR will include but not be limited to these: (the Consultant may be taken onboard for discussion/negotiations by the Client during the technical proposal evaluation for any amendments needed following implementation.)

2.4.1 Pakistan Agri Trade Portal

Dashboard Visualization

- 1. The consultant will develop an interactive dashboard with charts, graphs, maps, search filters, drill-down functionality, and tooltips to explore and visualize key metrics on Agro-Commodities (Prices, Production, Consumption, Stock Position).
- 2. The consultant will tailor Group / Role based Dashboard for Farmers, Policymakers, Traders, Industry representatives, and Researchers.
- 3. The consultant will Integrate with domestic databases (production, consumption, stocking, pricing) through APIs, secured data feeds, and formal agreements with PBS, provincial agriculture departments, PSW, SBP, and other agencies.
- 4. The dashboard should be Integrated with international data sources (FAO, UN Comtrade, ITC, Trademap, FAOSTAT, FPMA, etc.) through subscriptions to ensure uninterrupted global data access.
- 5. The consultant will develop analytical tools for comparing domestic supply with international demand, identifying surpluses for export and deficits requiring import, pricing trend analysis, competitor benchmarking, and emerging market opportunities.
- 6. The dashboard will have sustainable data access mechanisms through API-based integration, subscription connectors, and secured data pipelines.

Pakistan Agri Trade Portal (PATP)

- 1. The portal should include the International Trade Prices of mentioned Commodities (Wheat, Rice, Sugar, Poultry, Meat, Fish Products, Sesame oil, Soyabean Oil, Palm Oil, Date, Mango, Cirtus, Apple, Potato) on daily / weekly basis.
- 2. The portal should incorporate structured mechanisms to facilitate the Import and Export of Commodities (Wheat, Rice, Sugar, Poultry, Meat, Fish Products, Sesame Oil, Soybean Oil, Palm Oil, Dates, Mangoes, Citrus, Apples, and Potatoes).
- 3. The portal must provide comprehensive details, formalities, and resources to assist Farmers, Importers, and Exporters in their operations.
- 4. The portal should offer the functionality to showcase information on Suppliers (National and International) associated with Wheat, Rice, and Sugar commodities.
- 5. The portal should provide the provision of showing information pertaining to **Wheat** (Total Floor Mills Name, Storage Capacity etc), **Rice** (Total Rice Mills Name, Storage Capacity etc) & **Sugar** (Total Sugar Mills Name, Storage Capacity etc) Commodity.
- 6. The portal should develop links to MNFSR, attached departments, autonomous bodies, and their applications.
- 7. The portal should updated details of government schemes, services, and advisories relevant to agriculture.
- 8. The portal should be linked to provincial agriculture departments (Punjab, Sindh, KP, Balochistan, GB, AJK) and federal government agriculture portals. Integration with existing agriculture-related apps and portals (federal and provincial).

- 9. The portal should have role-based user registration with secure login and multi-factor authentication.
- 10. The portal should integrate the knowledge Management System for searchable repositories of policies, advisories, FAQs, and guides as per requirements.
- 11. The portal will also have virtual consultation services with agriculture experts via chat/email and an AI-powered chatbot for FAQs.
- 12. The portal should include Agri-related content sections including crop advisories, weather alerts, pest warnings, government/private programs, certified seed suppliers, loans/insurance (via ZTBL), and training resources (tutorials, manuals, online courses).
- 13. The portal should also include discussion forums, panel discussions, and community boards for farmer–trader engagement on trending issues.
- 14. The portal will have analytics & forecasting tools for price analysis, crop forecasting, predictive supply-demand modelling, and trade facilitation (export readiness, tariff calculators, trade documentation, market access).
- 15. The portal should also have a grievance redressal/complaint system with digital submission forms and tracking for resolution of the complaint.
- 16. It should have a direct access to Pakistan Agri Trade Supply Dashboards (Domestic & International versions).
- 17. It should also have user engagement tools including social media integration, feedback mechanisms, periodic surveys, and usage analytics for continuous improvement.
- 18. The portal should be available in multiple languages (English, Urdu etc) for accessibility.
- 19. The portal should have compliance and design with strong security controls (ISO 27001:2022) and privacy by design principles (GDPR) to protect users personal and sensitive information.

2.4.2 Knowledge Management System

- 1. The Knowledge Management system should be user friendly and will be able to upload large document files, videos, pictures and presentations.
- 2. The Knowledge Management system should also have role-based access management to ensure secure and appropriate sharing of sensitive data.
- 3. The Knowledge Management system should have automated alerts system regarding new knowledge updates, critical policy changes, or ongoing projects.
- 4. The Firm will also be engaged for end-user training, documentation, and support post-deployment to ensure smooth transition and usability.
- 5. The Firm should also submit recommendations regarding post-commissioning maintenance, updates, and support, even if out of initial scope, for longer-term project sustainability.
- 6. The Knowledge Management system should have security features such as compliance with data protection regulations, encryption, access controls, and role-based permissions to protect sensitive data between users.
- 7. The system should have customizable scalability to grow with the organization and adapt to specific needs.
- 8. The system should have a user-friendly interface with collaboration tools for comments, co-editing, and feedback, supporting continuous improvement of knowledge
- 9. The centralized knowledge management system should be able to organize both structured and unstructured data with AI-driven categorization, tagging, and version control to ensure easy access and up-to-date information.

2.4.3 Vehicle Management System

- 1. The consultant will develop centralized database structure for all Ministry-owned and their department vehicles with technical specifications and categorizations.
- 2. The consultant will link database with existing Dashboards and analytics for vehicle utilization rates, maintenance costs, and fuel expenditure trends.
- 3. The consultant will create modules for vehicle registration, allocation, uploading document, maintenance, fuel consumption, mileage maintenance and life-cycle tracking with CRUD enabled records.
- 4. The system should be able to generate automated popup alerts for maintenance schedules, renewals, and compliance.
- 5. The consultant will implement Role-based access for administrators, drivers, and management.
- 6. The consultant will develop filter based, user-friendly query screens to retrieve vehicle data in tabular form.

2.4.4 Inventory Management System

- 1. The consultant will develop centralized database structure for all Ministry assets and inventories with technical specifications and categorizations.
- 2. The consultant will link database with existing Dashboards and analytics showing current inventory value, asset location, and consumption patterns for forecasting and decision support.
- 3. The consultant will create modules for registration, management, requisition, uploading document approval workflows, issuance, returns, and disposal with CRUD enabled records.
- 4. The system generated by consultant should have End-to-end tracking of assets, inventories, consumables, and office supplies.
- 5. The consultant will generate stock-level alerts, inventory reports, reorder management, tracking and audit trails.
- 6. The system should be able to develop filter-based query screens for access of data in tabular form with files attached.

2.4.5 Public Sector Development Projects (PSDP) Management System

- 1. The system develop by the consultant should generate a centralized database structure for end-to-end project lifecycle management of development projects initiation, planning, execution, monitoring, closure (PC-I to completion).
- 2. The system should be able to link database with existing Dashboards and analytics financial tracking (budget vs. expenditure) with variance analysis.
- 3. The consultant will develop CRUD-enabled document records with secure upload, edit, and archival functions.
- 4. The consultant should create modules for project approval, implementation tracking, resource allocation, and reporting, budgeting, expenditures, disbursements.
- 5. The consultant should create automated mechanism for physical progress tracking, milestone management, automated alerts for delays and budget overruns, document management
- 6. The consultant should create document repository for PC forms, progress reports, and evaluations.
- 7. The consultant should develop filter based query screens for access of data in tabular form with documentation attached.

2.4.6 International Collaboration Management System

- 1. The consultant will Develop centralized database structure for MOUs, MOIs, Protocols, Agreements, JWGs, and JMCs categorized by type, partner country, sector, and validity period.
- 2. The system will be able to link database with existing Dashboards and analytics for efficient decision making, actionable insights and tracking.
- 3. The system created by consultant should have automated workflows for drafting, review, approvals, payments, tracking and renewals.
- 4. The consultant should create mechanism for notifications and reminders for deadlines, renewals.
- 5. The system should be developed with searchable document repository management with version control and CRUD enable records.
- 6. The system will be able to create reporting module for collaboration status, partner country profiles, and performance indicators.
- 7. The system should be able to develop filter-based query screens for access of data in tabular form with documentation attached.

2.4.7 General Technical Requirements

- 1. The MNFSR is looking for the responsive Pakistan Agri Trade Portal to support mobile and desktop versions of Apple Safari, Google Chrome, Edge, and Mozilla Firefox. The portal should support all the updated and past versions of the browsers that have been released within the last 2 years.
- 2. MNFSR is looking to have the consultant to ensure that end-users can easily interact with the system through an integrated Content Management System (CMS), enabling non-technical staff to update, manage, and publish content without technical dependencies.
- 3. Licenses that are required to complete this project should be catered under the project cost and shall be mentioned separately in the Financial Proposal.
- 4. This is the main part. For Creation of Users, User Rights, Roles, Group, Role Management should be created / configured / Assigned from front-end Form. The flexibility is required where we can allow one or multiple users to assign multiple access rights (Read, Write, Add, Update, Delete, View etc)
- 5. Deploy the Digital Portal, Dashboards, Knowledge Management System (KMS), Vehicle Management System (VMS), Inventory Management System (IMS), PSDP Management System, International Collaboration (IC) Management System on a reliable server for optimal performance and security.
- 6. The vendor must propose the Complete Production Server, Backup Server, OS, Database, Specification for successful deployment of systems in Technical Proposal.
- 7. Ministry of National Food Security & Research don't have inhouse Data Centre hence deployment of systems on Government Cloud Server is Recommended.
- 8. In submitted proposal, vendor shall be able to produce a Service Level Agreement (SLA) that details guarantee of customer support as well as a service escalation process.
- 9. Any other relevant /corresponding task may be assigned by MNFSR during the consultancy period within the scope of this consultancy.

2.4.8 After Sales - Service Specifications

Following are the after-service specifications, the consultant is required to provide once the systems are approved and are on-line

- 1. The vendor shall provide structured training sessions, including user manuals and system walkthroughs, ensuring MNFSR personnel can effectively operate the Web Portal, KMS & Internal Business Operation Software's.
- 2. Training for IT team on system maintenance, troubleshooting, and software updates.
- 3. Overview of reporting, analytics, and compliance monitoring tools.
- 4. Minimum 03-year coverage, including on-site/off-site issue resolution and system updates.
- 5. 24/7 support via phone and email for troubleshooting and operational queries.
- 6. The consultant must ensure the availability of qualified personnel for maintenance and urgent technical resolutions.
- 7. The consultant shall provide support services for three years, including software updates, security patches, and system optimizations.
- 8. The consultant must ensure structured data migration, preserving data integrity during transition.
- 9. The test on data validation and quality assurance must be performed before full deployment. Support for existing data structures and formats to ensure seamless historical data access.
- 10. The consultant shall ensure full compliance with the Government of Pakistan's IT security policies, data governance standards, and procurement guidelines.
- 11. The consultant will deliver a mobile-responsive and cross-platform compatible UI/UX, ensuring accessibility across devices (desktop, tablet, mobile).
- 12. The consultant will incorporate data encryption (at rest and in transit), scheduled backups, disaster recovery mechanisms, and audit logging for traceability.
- 13. The consultant will provide API-based integration capabilities to ensure smooth interoperability with other government platforms and third-party systems.
- 14. The consultant will provide API-based integration capabilities to ensure smooth interoperability with other government platforms and third-party systems.
- 15. The consultant will support secure cloud deployment (public/private/hybrid) with commissioning services, including configuration, performance tuning, and handover of fully operational systems to the Ministry.
- 16. The consultant will make sure to implement multi-factor authentication (MFA), intrusion detection, and strong encryption protocols to safeguard user and system data and implement robust database structures with role-based access controls (RBAC), ensuring integrity, confidentiality, and controlled access to information.

2.5 Timelines & Payment Schedule

The overall assignment will span a period of 12 weeks, with the following deliverables, timelines, and milestones.

	Pa	yment Schedule	
Sr.No	Deliverable / Milestone	Timeline	Amount
1	Detailed project plan including methodology, timeline, milestone chart (Gantt), resource allocation.	01 Week after commencement of the Assignment.	20% upon approval of inspection report methodology, implementation plan (including timelines), milestone identification, resource & responsibility matrix.
	Submission, Presentation & Approval of Draft:		
	1- Vehicle Management System	03 Weeks after	
	2- Inventory Management System	commencement of the Assignment	
	3- PSDP Management System	05 Weeks after	
2	4- International Collaboration (IC) Management System	commencement of the Assignment	40% upon approval of 6 digital systems by the ministry.
	5- Knowledge Management System (KMS)	06 Weeks after commencement of the Assignment	
	6- Pakistan Agri Trade Portal with Dashboards	08 Weeks after commencement of the Assignment	
3	Training, Deployment, Go-Live, Commissioning & UAT Sign off: 1- Vehicle Management System 2- Inventory Management System 3- PSDP Management System 4- International Collaboration (IC) Management System 5- Pakistan Agri Trade Portal with Dashboards 6- Knowledge Management System (KMS)	12 Weeks after commencement of the Assignment	40% upon approval of successful deployment, Test Running, training and troubleshooting of these 6 digital systems of the ministry

2.6 Key Personals Education /Experience

The Key Personals are the members of the Team responsible to execute the Project. One person against each specified position is Must. The number of persons against each position is subject to the Firm's discretion to achieve deliverables on time. The education, experience and certifications mentioned in table below are added to the evaluation criteria of the Technical Proposal therefore mandatory.

Project Management, Management, Project Management Management, Project Management Manage	Role	Education	Experience	Certification
Computer Science, or related field Software Software Science, Data Engineering, Data Science.	Project	Master's in Project	8–10 years in IT project	PMP, PRINCE 2, or
Business Analyst Business Analyst Bachclor's / Master's in CS / IT or relevant field Business Analyst Bachclor's / Master's in CS / IT or relevant field Business Analyst Bachclor's / Master's in CS / IT or relevant field Bachclor's/Master's Computer Science, Data Scientist / Engineer Data Science. Bachclor's/Master's in Computer Science, Data Engineering, Data Science. Bachclor's / Master's in Computer Science, Data Engineering, Data Science. Bachclor's in Computer Science or Software Engineering Data Science. Full Stack Designing interactive Dashboard. Experience in Computer Science or Software Engineering Bachclor's Computer Science or Software Engineering Software Engineering Bachclor's Computer Science or Software Engineering Full Stack Designing interactive Dashboard. Experience in forceasting and trend proficiency in front-end technologies (HTML, CSS, JavaScript, and frameworks such as Django/Flask, React, or Angular), back-end development (PHP, Python, Java, Node.js), REST/Fast APIs, and database technologies (SQL/NoSQL, e.g., MySQL, MongoDB). Candidates must also possess strong knowledge of version control systems (Git), cloud platforms (AWS, Azure), authentication mechanisms, and secure architecture design. Experience with microservices, server-side architecture, and cloud-based backend development is preferred. Cloud/DevOps Bachclor's in 4-6 years in cloud hosting (AWS, Cloud certification (AWS, Azure, or GCP)	Manager	Management,	management, preferably with	Agile/Scrum Master
Business Analyst Business Ana		_		certification preferred
Business Analyst in CS / IT or relevant field Software / Web Development with minimum at least 03 years of proven experience as Business Analyst / Requirement Engineer. Experience in Agri Commodity Trading(National and International).		related field	_	
Analyst in CS / IT or relevant field Software / Web Development with minimum at least 03 years of proven experience as Business Analyst / Requirement Engineer. Experience in Agri Commodity Trading(National and International). Data Scientist / Engineer Software Engineering, or Software Engineering, Data Science. Pull Stack Developers Bachelor's in Computer Science or Software Engineering Poats Science or Software Engineering or Software Engineering or Software Engineering Poats Science or Software Engineering Internation Adatabase Experience With Experience Software Engineering Internation Engineer Software Engineering Software Engineering Internationally. Software Populies, API Strowledge of Experience Software Engineering Internationally. Software Populies, API Strowledge of Experience Software Engineering Internationally. Software Engineering Office Software Engineering Internationally. Software Engineering Office Software Engineer Internationally. Software Engineering Office Software Engineer Software Experien			1 3	
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Data Scientist Bachelor's/Master's in Computer Science, Data Engineering, Data Science. Data Science. Data Engineering, Or Software Engineering, Data Science. Data Engineering, Data Science. Data Engineering, Data Science. Data Engineering, Or Software Engineering, Data Science. Data Engineering, Data Science. Data Engineering, Data Science. However, Data Engineering, Data Science Data Engineering, Or Software Engineering, Data Science. However, Data Engineering, Data Science Data Engineering, Or Software Engineering However, Data Engineering, Or Software Engineering, Or Software Engineering However, Data Engineering However, Data Engineering However, Data Engineering, Or Software Engineering, Or Software Engineering However, Data Engineering However, Data Engineering, Or Software Engineering, Or Software Engineering However, Data Engineering However, Data Engineering, Or Software Engineering, Or Software Engineering, Or Software Engineering However, Data Engineering, Or Software Engineering, O	Analyst		-	
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Experience in Agri Commodity Trading(National and International). Data Scientist / Engineer			1	
Data Scientist / Engineer Data Engineering, Data Science. Put Engineer Data Engineering, Data Science. Data Science. Bachelor's / Master's in Computer Science, Data Engineering, Data Science. Put Engineering, Data Science. Full Stack Designing interactive Dashboard. Full Stack Developers Bachelor's in Computer Science or Software Engineering Full Stack Designing interactive Dashboard. Full Stack Proficiency in front-end technologies (HTML, CSS, JavaScript, and frameworks such as Django/Flask, React, or Angular), back-end development (PHP, Python, Java, Node,js), REST/Fast APIs, and database technologies (SQL/NoSQL, e.g., MySQL, MongoDB). REST/Fast APIs, and database technologies (SQL/NoSQL, e.g., MySQL, MongoDB). Restricture design. Candidates must also possess strong knowledge of version control systems (Git), cloud platforms (AWS, Azure), authentication mechanisms, and secure architecture design. Experience with microservices, server-side architecture, and cloud-based backend development is preferred. Cloud/DevOps Bachelor's in 4–6 years in cloud hosting (AWS, Cloud certification (AWS, Azure, or GCP), CI/CD, (AWS, Azure, or GCP)				
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Data Scientist / Engineer Bachelor's/Master's in Computer Science, Data Engineering, Data Engineering, Data Science. Data Engineering, Data Science. MySQL, MongoDB). MySQL, MySQ			=	
Computer Science, Data Engineering, or Software Engineering, Data Science. MySQL, MongoDB).	Data Scientist	Bachelor's/Master's in	,	Knowledge of
Data Engineering, or Software Engineering, Data Science. MySQL, MongoDB).				_
Data Science. A-6 years in statistical modeling, predictive analytics, and visualization (Python, R, Power BI, Tableau, or Dash). Full Stack Developers Bachelor's in Computer Science or Software Engineering Computer Science or Software Statistical modeling, for casting and trend analysis. Experience in forecasting and trend analysis. Experience in forecasting and trend visualization (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, R, Power BI, Tableau, or Dash). Computer Science or Software Enginestic (Python, Rock-end demonstrated proficiency in front-end technologies (HTML, CSS, JavaScipt, and fameworks such as Django/Flask, React, or Angulary, back-end development (PHP, Python, Java, Node.js), REST/Fast APIs, and database technologies (SQL/NoSQL, e.g., MySQL, MongoDB). Candidates must also possess strong knowledge of version control		_	,	U
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Cloud/DevOps Bachelor's in 4–6 years in cloud hosting (AWS, Cloud certification Engineer Computer Science or Azure, GCP), CI/CD, (AWS, Azure, or GCP)				
Engineer Computer Science or Azure, GCP), CI/CD, (AWS, Azure, or GCP)				
Engineer Computer Science or Azure, GCP), CI/CD, (AWS, Azure, or GCP)	Cloud/DayOng	Rachelor's in	1.6 years in cloud hosting (AWS)	Cloud cartification
	-			
Innormation a promise Dourer/Rapoliticios. Dictoriou		Information Systems	Docker/Kubernetes.	preferred

2.7 Evaluation Criteria

Category	Sub-Criterion	Submission Requirement
I. Organization Capability & Relevant Experience	a) Demonstrated experience in developing and deploying large-scale ICT solutions, trade/market information systems, digital portals, and dashboard (preferably in agriculture, trade, or supply chain domains). b) Prior work with government institutions, ministries, international organizations in digital platforms/ICT solutions. c) Demonstrated capacity of firm (team size, technical expertise, certifications, partnerships with technology providers).	Project Completion Reports of at least 3 past projects of similar nature. Provide: i. Project title ii. Client name iii. Country/location iv. Duration (with start & completion dates) v. Technologies used vi. Description of key features and outcomes List of projects with documentary evidence (contracts/LoAs/letters of completion) Organizational profile and certifications
II. Technical Approach & Methodology	 a) Understanding of assignment, scope of work, and objectives. b) Proposed methodology, workplan, and approach for system design, development, testing, deployment, and commissioning. c) Proposed innovative solutions, use of open- 	Narrative write-up/slide presentation outlining comprehension of assignment and context Detailed technical proposal with workplan, Gantt chart, milestones, and deliverables Description in proposal (including any fast-
	source platforms, integration capacity, interoperability, user-friendliness, sustainability, and scalability.	track or phased implementation strategy)
III. Proposed Personnel and	Project Manager	Detailed CV of Team Leader
Capacity	Business Analyst	Detailed CVs of nominated team
	Data Scientist / Engineer	
	Full Stack Developers	
	Cloud/Dev Ops Engineer	
IV. After Sales Services	a) Cost-effectiveness and value for money.	Detailed proposal of after sales services

2.8 Scoring

Points Scoring As per Technical Evaluation Criteria (80%).

Note:

- 1. Relative marking should be observed wherever deemed necessary.
- 2. Documentary Evidence must be submitted where applicable

Sno	Requirements	Points
	Number of projects. [Number of satisfactorily and substantially completed similar projects.]	Total 10
1	3 + projects (national /international)	10
	1-2 projects	05
	0 projects	0
2	Work with government / international organisations (05)	Total 05
	Prior work with Govt institutions/ international organizations	05
	No work with Govt institutions/ international organizations	0
3	Size and capacity of firm (15)	Total 15
	At least 10 team members working with company for 5 years	05
	Partnerships with 10 companies (active)	05
	Experience in Deployment of System on Cloud based environment	05
4	Understanding of assignment, scope of work, TORs and objectives. (Firm may be called for the Presentation and clear demonstration of	Total 10
5	Proposed methodology, workplan, and approach for system design, development, testing, deployment, and commissioning.	Total 10
6	Proposed innovative solutions, use of open-source platforms, integration capacity, interoperability, user-friendliness, sustainability, and scalability.	Total 10
7	Key personals	Total 30
	a) Project Manager as mentioned in section 2.6	09
	b) Business Analyst as mentioned in section 2.6	06
	c) Data Scientist / Engineer as mentioned in section 2.6	05
	d) Full Stack Developer as mentioned in section 2.6	05
	e) Cloud/Dev Ops Engineer as mentioned in section 2.6	05
8	After Sales -Services (as mentioned in sections 2.4.8)	10
	TOTAL	100

Part III. TECHNICAL PROPOSAL SUBMISSION FORM

<u>Instructions</u>: Firms shall use the following form (to be printed on the firm's letterhead) as cover note for their technical proposals.

To

The Procurement Committee
Project Planning and Development Unit
MNFSR, Islamabad.

Dated: DD/MM/YR

Subject: Technical Proposal in response to [Insert RFP Name and Number]

Dear PPDU,

We, the undersigned, offer to provide services in accordance with your Request for Proposal [*Insert RFP No.*] dated [*Insert Date*]. We are hereby submitting our proposal, which includes a Technical Proposal and a Financial Proposal.

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

We confirm that, based on our current best knowledge, there are no real or potential conflicts of interest involved in rendering services contemplated in the RFP. Our policy on dealing with conflicts of interest, should these arise, is also set out as per the attached. We acknowledge and agree that the Client has the right to determine whether there is any actual or potential conflict of interest in its sole discretion.

If negotiations are held during the period of validity period set forth in the RFP, we undertake to negotiate on the basis of the proposed staff, methodology, and approach. Our Proposal is binding upon us, subject to any modifications resulting from negotiations prior to award.

We undertake, if our Proposal is accepted, to initiate the services in accordance with the timeline set forth in RFP.

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

Yours sincerely,

[Authorized Signatory (In full and initials)] Name and Title of Signatory:
Name of Firm:
Address:
Email address:

FORM TECH-I CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Total Value.
Name of associated Consultants, if any:	N° of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved profiles such as Project Director/Coordinator, Team Le	

Tarrative description of Project:
Description of actual services provided by your staff within the assignment
Firms Name:

FORM TECH-II TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-III CURRICULUM VITAE (CV) FOR PROPOSED STAFF

2. Name of	Staff [Insert full name]: _		
3. Date of Bi	rth:	4Nationality	7:
5. CNIC No	(if Pakistani):	or Passport	No:
6. Educatio	n: (relevant Degree Me		
Degree	Major/Minor	Institution	Date (MM/YYYY)
Degree	Major/Minor	Institution	Date (MM/YYYY)
Degree	Major/Minor	Institution	Date (MM/YYYY)

Employer	Position	From (MM/YYYY)	To (MM/YYYY)	Years of experience total

10. Certification:

my qualifications, and	ify that to the best of my knowledge and be my experience. I understand that any wilful or dismissal, if engaged.	
		Date:
[Signature of staff member	or authorized representative of the staff]	Day/Month/Year
Full name of authorized rep	presentative:	
FORM TECH-4	DESCRIPTION OF APPROACH PLAN FOR PERFORMING THE AS	

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,
- a) <u>Technical Approach and Methodology.</u> In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Scope of work Section 2 of RFP.
- c) <u>Organization and Staffing.</u> In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff as mentioned is Tech Form 2 and 3.

Sr.			
No.		Description of Tasks	Tools used
1	Scope of th	ne work:	
	a.	Brief overview of the understanding of project objectives	
		and key proposed solutions.	
	b.	Agency Profile and Relevant Experience	
	c.	Overview of the agency and examples of similar projects	
		delivered.	
	d.	Technical Approach and Methodology	
	e.	Detailed plan for portal, dashboard, and system development	
		including technology stack, security, API integrations,	
		multi-language support, and data migration strategy.	All necessary tools
	f.	Timeline, milestones, risk mitigation, communication and	required for the
		training plans.	provision of services
	g.	After-Sales Support and Maintenance plan.	to MNFSR for the
	h.	Plan for SLA, support services, training, software updates,	execution of tasks
		and maintenance.	according to scope of
	i.	Team Composition and Expertise	work.
	j.	Details of key personnel involved, roles, and qualifications.	
	k.	Compliance and Security Measures	
	1.	Data protection methods, user access controls.	
	m.	Full financial proposal including licenses, hosting,	
		development, training, and maintenance costs.	

Part IV. FINANCIAL PROPOSAL SUBMISSION FORMS

<u>Instructions</u>: Firms shall use the following form (to be printed on the firm's letterhead) as cover note for their financial proposals.

To

The Procurement Committee
Project Planning and Development Unit
MNFSR, Islamabad.

Dated: DD/MM/YR

Subject: Financial Proposal in response to [Insert RFP Name and Number]

Dear PPDU,

In response to your Request for Proposal dated [Insert Date], we are submitting our financial proposal for the project titled "[Insert title of assignment]." This proposal aligns with the specifications detailed in the RFP and our Technical Proposal.

In the attached Form FIN-1, we have presented our financial proposal. This proposal remains valid for the period specified in the RFP, and is subject to modifications as per the process specified under the RFP.

We understand that you are not obligated to accept any proposal you receive, and the in the event negotiations do not succeed, the Client may at its sole discretion proceed to negotiate with another qualified bidder.

Yours sincerely,

[Authorized Signatory (In full and initials)] Name and Title of Signatory:
Name of Firm:
Address:
Email address:

FIN-1. Financial Proposal

Costs set forth below will include all costs* of the Consultant's team associated with completion of the assignment.

Item Description	Cost (PKR)	Comments (if any)
A. Professional Fees / Remuneration		
(Form Attached Below)		
B. Software Licenses and		Specify type and duration
Subscriptions		
C. Deployment Costs (With Cloud		
Hosting)		
D. Deployment Costs (Without Cloud		
Hosting)		
E. Training and Support Costs		
F. Implementation and		
Commissioning		
G. Maintenance and After-Sales		Specify duration
Support		
H. Taxes (GST, Income Tax etc.)		Specify applicable taxes
I. Other Costs (Specify)		
Total Estimated Cost (With Cloud		
Hosting) $(A+B+C+E+F+G+H+I)$		
Total Estimated Cost (Without Cloud		
Hosting) $(A+B+D+E+F+G+H+I)$		

Remuneration Costs (for each individual person)		
Item	Cost	
A. Renumeration (exclusive of taxes)		
B. Tax Estimates – to be discussed and finalize awarded	ed at the negotiations if the contract is being	
{insert type of tax, e.g. sales tax}		
{insert type of tax, e.g. income tax on non-resident experts}		
{insert type of tax}		

Total estimated taxes	

Total Remuneration Cost. Attached a separate table

^{*} Costs shall include all costs associated with completing the assignment, other than for travel that may be required in connection with any meetings or other activities related to the assignment, which must be preapproved by the Client (and will be reimbursed at actual). For such travel within Pakistan, the Client will reimburse (a) economy-class airfare, which the Consultant will be free to upgrade through at its own cost and (b) hotel stay at a 5-star facility. In the event any international travel is required, it shall also require pre-approval, and shall be benchmarked to the Federal Government's policy in this regard (and any upgrades will be at the Consultant's cost). For the avoidance of doubt, the Client shall not reimburse costs associated with Consultant's staff travel to, and lodging expenses in, Islamabad for purposes of providing services to the Client.

Part V. FORM OF AGREEMENT FOR SERVICES

Form of

AGREEMENT FOR SERVICES

Between

{name}

And

{name}

Date{}

This Agreement for Services ("Agreement") is dated [insert date] (the "Effective Date") and entered into between:

[Name of entity], a [type of the entity] organized and existing under the laws of [specify jurisdiction], with its principal place of business at [specify address] (the "Client"), through its authorized representative; and

[Name of entity], a [type of the entity] organized and existing under the laws of [specify jurisdiction], with its principal place of business at [specify address] (the "Consultant"), through its authorized representative;

each a "Party" and together the "Parties".

WHEREAS pursuant to the program an RFP titled "[insert name]," RFP No. [insert number] dated [insert date] had been shared with shortlisted firms for hiring of a firm;

AND WHEREAS the Consultant has emerged as the successful bidder in response to the RFP and the terms and conditions for the engagement have been finalized between the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein agreed upon, the Parties hereby agree as follows:

1. **DEFINITIONS**

- a) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- b) "Client" means the organization with which the selected Consultant signs the Agreement for the Services.
- c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Agreement.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific conditions.
- e) "Day" means calendar day.
- f) "Government" means the Government of the Pakistan and all its associated departments, agencies, autonomous/semiautonomous bodies, local governments, boards, universities and similar other organizations.
- g) "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.
- h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- i) "Proposal" means the Technical Proposal and the Financial Proposal.
- j) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- k) "Services" means the work to be performed by the Consultant pursuant to the Agreement.
- 1) "Terms of Reference" (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. SCOPE OF THE AGREEMENT; TERM OF AGREEMENT

- 2.1 The Consultant shall perform the Services set out in Schedule A (Scope of Work) in accordance with terms and conditions of this Agreement.
- 2.2 Unless terminated earlier pursuant to Section 12 or Section 13 of the Agreement, the Agreement shall remain valid from the Effective Date for a period of eight (08) weeks. The parties may mutually agree to extend the Agreement for a further period if deemed necessary for the effective completion of Services.

3. PAYMENT; INVOICING

- 3.1 Payment to the Consultant for Services provided shall be in the manner set forth in Schedule B (Payment Terms) to this Agreement.
- 3.2 The Client shall make payments under the Agreement subject to the following conditions:

- Payments shall be made only after the Designated Officer certifies that the Services were evaluated and found to have been performed or provided in accordance with the terms of the Agreement. If after evaluation it is observed that the Consultant's work requires further modification then the Consultant shall be provided additional days by the Client to make the required changes and resubmit their work;
- (b) The Consultant's request for payment shall be made to the Client in writing; accompanied by an invoice describing the Services performed delivered and documents required under the Agreement; and certifying fulfillment of all applicable obligations stipulated in the Agreement;
- (c) The Client shall pay the properly invoiced amount within a period of forty-five (45) days after the date on which the Consultant submits a duly completed and valid invoice or claim to the Client;
- (d) The Consultant shall submit such documents supporting the Consultant's invoice or statement of account, as the Client may reasonably require.
- (e) The Consultant shall provide the Client with the Consultant's bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.
- 3.3 For each day that there is a Delay on part of the Consultant, the Client shall deduct 0.5% of the value of the specific milestone in connection with which there is a Delay, which may extend to a maximum of 10% of such milestone payment.

4. CONSULTANT-RELATED PERSONS

- 4.1 Key personnel of the Consultant that shall be engaged for provision of Services under this Agreement are set forth in Schedule C (Key Personnel) of this Agreement. With respect to other Consultant-Related Persons, the Consultant may propose staff on specific workstreams, the Consultant shall submit a copy of their curriculum vitae for the Client's review and approval.
- 4.2 The Client may request the withdrawal or replacement of any of the Consultant-Related Person(s) if the Client finds their qualifications and training to be inconsistent with the qualifications agreed with the Consultant and/or their performance to be inadequate.
- 4.3 The withdrawal or replacement of the Consultant–Related Person shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement. All expenses related to the withdrawal or replacement of the Consultant's personnel shall, in all cases, be borne exclusively by the Consultant.
- 4.4 Prior to employing individuals or subcontractors to work under this Agreement, the Consultant shall, at its own expense, perform or cause to be performed the relevant background checks, and maintain, or cause to be maintained, the results of the background checks in its employee's and its

subcontractor's employee's file in accordance with the applicable laws to ensure that reliable and competent individuals are selected.

- 4.5 During the provision of the Services, if substitution of Consultant's key personnel or experts is necessary, the Consultant shall propose other experts of at least the same level of qualifications for approval by the Client.
- 4.6 The Consultant shall ensure that all Consultant-Related Persons behave in accordance with applicable laws, generally acceptable professional standards, and good industry practice in performing the Services under the Agreement.

5. CONSULTANT'S UNDERTAKING

- 5.1 The Consultant shall immediately notify the Client in writing if:
 - (a) the Consultant merges with, acquires, or transfers all or substantially all of its assets to another entity;
 - (b) any person or entity acquires directly or indirectly the majority of the beneficial ownership rights in the Consultant;
 - (c) any person or entity acquires directly or indirectly the power to elect a majority of the board of directors of the Consultant, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Consultant;
 - (d) the Consultant is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations or liabilities;
 - (e) the Consultant is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation or any other such equivalent process;
 - (f) the Consultant's financial condition becomes significantly unstable and threatens to jeopardize the Consultant's ability to perform its obligations under the Agreement;
 - (g) the Consultant loses any license or authorization required to perform its obligations under the Agreement; or
 - (h) the Consultant faces any event beyond its control or a situation that makes it impossible for it to carry out its obligations under the Agreement.
 - 5.2 If any of the events set forth in Clause 5.1 occur, the Parties shall, without prejudice to any other provision of the Agreement, use reasonable endeavors to agree alternative arrangements to ensure full performance of the Agreement.

- 5.3 The Consultant shall provide the Services in good faith, with due professional care and skill and in a manner that meets or exceeds prevailing industry and professional standards and undertakes to ensure that the Services do not infringe any third-party trade secret, copy right, patent or trademark.
- 5.4 The Consultant shall obtain certificates, permits, approvals, licenses and other documents required under applicable laws, regulations and decrees which are required in order to perform the Services under the Agreement. If the Consultant requests the Client's assistance in obtaining such permits, approvals, or licenses from local public authorities, the Client may exert reasonable efforts to assist the Consultant in completing such requirements in a timely and expeditious manner.
- 5.5 The Consultant shall perform its obligations under this Agreement diligently, observe good social management practices, and comply with relevant laws, regulations, decrees and orders concerning environmental protection, corporate social responsibility and employees of the Consultant engaged in performing the Services (including harassment and dissemination related laws).
- 5.6 The Consultant shall observe the highest standard of ethics during the execution of this Agreement. The Client reserves the right to terminate this Agreement (in addition to any other legal remedies) if it is established that the Consultant has engaged in any corrupt or fraudulent practices in the performance of the Services under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Consultant warrants and represents that:
 - (a) it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Agreement;
 - (b) the Agreement is executed by a duly authorized representative of the Consultant;
 - (c) as of the Effective Date, all information contained in the Consultant's bid or proposal remains true, accurate and not misleading;
 - (d) it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, and lawful orders of public authorities of any jurisdiction in which the Services shall be performed under this Agreement;
 - (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Consultant or any of its assets that could adversely affect the Consultant's ability to perform the Services under the Agreement;
 - (f) it is not subject to any contractual obligation that would adversely affect the Consultant's ability to perform the Services under the Agreement; nor has the Consultant done or omitted

to do anything that could adversely affect its assets, financial condition or position as a going business concern:

- (g) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Consultant's assets or revenue; and
- (h) it has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Consultant and in the country where it is registered and has complied with applicable securities and tax laws and regulations.

7. SOURCE OF INSTRUCTION

7.1 Subject to Clause 7.2, the Consultant shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of its obligations under the Agreement. Should any authority external to the Client seek to impose any instructions concerning or restrictions on the Consultant's performance under the Agreement, the Consultant shall promptly notify the Client. The Consultant shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of the Client, and the Consultant shall perform its obligations under the Agreement with the fullest regard to the interests of the Client.

8. CONFIDENTIAL INFORMATION

- 8.1 The Parties shall treat each other's Confidential Information as confidential in accordance with this Clause, use the Confidential Information solely for the purpose for which it was disclosed, and exert diligent efforts to safeguard and avoid unauthorized disclosure of the other Party's Confidential Information to third parties without the disclosing Party's prior written consent.
- 8.2 Unless the Client states otherwise, disclosures by the Client to the Consultant shall be deemed confidential. The Consultant may only disclose the Client's Confidential Information to the Consultant-Related Persons who are directly involved and who need to know the information in providing the Services. The Consultant shall ensure that such Consultant-Related Persons are aware of and shall comply with the Consultant's obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of the Client's Confidential Information by a Consultant-Related Person shall be deemed to be a breach of this Clause by the Consultant. The Client may, as it deems appropriate and in light of the particular Services to be performed by the Consultant request the Consultant to require any Consultant-Related Person to sign a confidentiality undertaking substantially similar to this Clause before commencing any work related to the Services covered by the Agreement.
- 8.3 The obligations of confidentiality specified in this Clause shall not apply to any information, including Confidential Information that:

- (a) is in the public domain at the date of this Agreement or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Clause);
- (b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the disclosing Party under this Agreement;
- (c) the Parties agree in writing is not confidential or may be disclosed; and
- (d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party.
- 8.4 If the Consultant is or may be required to disclose Confidential Information belonging to the Client pursuant to any applicable law, regulation or judicial or arbitral decision, it shall promptly notify the Client of the same and shall cooperate with the Client and use its best endeavors to prevent and/or limit the extent of disclosure.
- 8.5 The Client may disclose Confidential Information to the extent required pursuant to any applicable law, regulation or judicial or arbitral decision.
- These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information (or copy thereof) provided to the receiving Party in written or electronic form; save to the extent that the receiving Party is required to retain such Confidential Information (or a copy thereof) by applicable law, rule or regulation, or to the extent that such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures. To the extent that the receiving Party retains any such Confidential Information in accordance with this provision, the confidentiality obligations set out herein shall continue to apply with respect to such Confidential Information.

9. CONFLICT OF INTEREST

- 9.1 The Consultant shall ensure that the key personnel and other experts working on specific assignments avoid, during the term of the Agreement, carrying out any other assignments that may give rise to a conflict of interest with respect to the Consultant's obligations under this Agreement.
- 9.2 The Consultant warrants that at the time of execution of this Agreement, the key personnel and other experts who are expected to work on specific assignments are not engaged in any ongoing work that would violate this Clause. The Consultant shall disclose to the Client details of any such conflict of interest which may arise during the term of the Agreement.
- 9.3 The Client shall undertake measures to manage actual or potential conflicts of interest, including termination of the Agreement, as circumstances may warrant. Such rights are without

prejudice to any other remedies or rights of action which have accrued or which may subsequently accrue to the Client in connection with the Agreement.

- 9.4 The Consultant shall also share its conflict of interest policy that is applicable when handling such assignments as contemplated under this Agreement.
- 9.5 For the purposes of this Clause, "conflict of interest" means any situation in which a party has interests or relationships that could, or could be deemed to, improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

10. USE OF DOCUMENTS; DOCUMENTS TO BE THE PROPERTY OF THE CLIENT

- 10.1 All products, documents, materials, and information submitted to the Client, and all relevant data and supporting materials compiled in performing the Services, shall be the property of the Client, shall be used solely for purposes related to the Agreement, shall be made available for use or inspection by the Client at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Client's Designated Officer on completion of Services under the Agreement.
- 10.2 The Client shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to processes, inventions, ideas, know-how, or products, documents and other materials which the Consultant has developed for the Client under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Client.
- 10.3 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre-existed the performance by the Consultant of its obligations under the Agreement, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Client does not and shall not claim any ownership interest thereto, and the Consultant grants to the Client a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Agreement.
- 10.4 At the request of the Client, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Client in compliance with the requirements of the applicable law and of the Agreement.

11. PUBLICITY, AND USE OF THE NAME, TRADEMARK AND LOGO

11.1 Within fifteen (15) days of the execution of the Agreement the Consultant and the Client shall mutually determine, in writing, matters related to publicity, use of name, trademark and logo on work products and deliverables produced pursuant to the Services provided under this Agreement.

12. TERMINATION BY CLIENT

<u>Termination for convenience; change of circumstances</u>

- 12.1 The Client may terminate the Agreement in whole or in part at any time by submitting not less than thirty (30) days written Notice of such termination to the Consultant if the Client determines, in its sole and absolute discretion, that a termination is in its best interest or if the mandate, policies and/or funding of the Client applicable to the performance of the Agreement is curtailed, changed or terminated. Such Notice shall state that termination is for the Client's convenience, the extent to which performance of Services is terminated, and the termination date. Unless otherwise instructed by the Client, the Consultant shall stop work immediately on receipt of Notice and follow the instructions of the Client.
- 12.2 In the event of a termination for convenience, the Consultant shall be entitled to be paid for the Services satisfactorily and properly performed by the Consultant prior to the effective date of termination, provided however that the Client may advise the Consultant to conclude any ongoing assignments being performed by the Consultant.

Termination for Force Majeure

- 12.3 The Client may terminate the Agreement, by not less than thirty (30) days' written Notice of termination to the Consultant if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than ninety (90) days. In the event of termination for Force Majeure, the Consultant shall be entitled to be paid for Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Agreement.
- 12.4 The Client may, at any time before the effective date of termination, decide to withdraw the Notice to terminate issued by the Client pursuant to Clause 12.3 or issued by the Consultant pursuant to Clause 13.1 and notify thereof in writing to the Consultant if the event(s) of Force Majeure ceases to exist and the Consultant is able to resume its full performance under the Agreement in which case the Consultant shall continue to perform its obligations under the Agreement starting from the date determined by the Client.

Termination for Default

- 12.5 The Client may terminate the Agreement immediately by serving a written Notice to the Consultant specifying the reasons for the termination if:
- (a) the Consultant undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent;
- (b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any

part of the Consultant's assets and such attachment or process is not discharged within fifteen (15) days;

- (c) there is a change of ownership or control with respect to the Consultant and the Parties cannot agree to an alternative arrangement in terms of Clause 5.2 of the Agreement;
- (d) the Consultant otherwise loses legal capacity to Agreement;
- (e) the Consultant:
 - i. breaches a material provision of the Agreement and fails to remedy such breach within thirty (30) days; or
 - ii. materially breaches any other provision of the Agreement twice or more time in a continuous six (6) month period and, in each case, fails to remedy the relevant breach within 30 days, and/or
 - iii. breaches any representations or warranties made under this Agreement and, in either case, if such breach is capable of remedy, fails to remedy such breach within a reasonable time period notified to it by the Client; or
- (f) the Client determines that the Consultant or a Consultant-Related Person has committed or engaged in unlawful acts with respect to performance of Services under Agreement.

13. TERMINATION BY THE CONSULTANT

- 13.1 The Consultant may terminate the Agreement by giving not less than thirty (30) days' written Notice to the Client:
 - (a) if the Client fails to pay any undisputed number of monies due to the Consultant pursuant to the Agreement, within ninety (90) days of receiving written Notice from the Consultant that such payment is overdue; or
 - (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

14. INDEMNIFICATION

- 14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Client from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Client, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - (a) allegations or claims that the possession of or use by the Client of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the

Client under the terms of the Agreement, in whole or in part, separately or in a combination contemplated by the Consultant's published specifications therefor, or otherwise specifically approved by the Consultant, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

(b) any willful misconduct, action, omission or gross negligence of the Consultant, or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation;

provided that, the liability of the Consultant, its employees, associated consultants and subcontractors, and all persons and entities affiliated or associated with the Consultant for losses, damages, liabilities, suits, and claims, regardless of the form of action and the person or entity bringing such action, arising out of or in connection with this Agreement, shall not exceed, in the aggregate, the total amount of the fees paid by the Client in relation to this Agreement or any relevant work order to the Consultant for the Services.

- 14.2 The Client shall inform the Consultant of any such suits, proceedings, claims, demands, losses and liability within a reasonable period of time after having received actual notice thereof.
- 14.3 The obligations set out herein shall survive the expiration or termination of the Agreement.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable to the other for any Delay in performing or failure to perform its obligations under the Agreement if the Delay or failure is caused by Force Majeure.
- 15.2 In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of the relevant circumstances. Such notification shall include the nature of the event of Force Majeure, the obligations the performance of which has been prevented as a result of the event of Force Majeure, the likely duration of the event of Force Majeure and the steps that the affected Party is taking to limit the effect of and to bring an end to the event of Force Majeure. Unless otherwise directed by the Client in writing, the Consultant shall continue to perform its obligations under the Agreement to the extent possible notwithstanding the existence of an event of Force Majeure and undertake reasonable alternative means to perform the obligations affected by the event of Force Majeure. The affected Party shall promptly notify the other Party as soon as the event of Force Majeure ceases to exist and the affected Party is able to resume the performance of its obligations under the Agreement.
- 15.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's experts, subcontractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

16. RELATIONSHIP BETWEEN THE PARTIES

16.1 The Consultant is an independent contractor of the Client. The Agreement shall not create, nor be deemed to create, the relationship of employer and employee or principal and agent between the Client and the Consultant or the Consultant's employees, agents or any other persons engaged by the Consultant to perform its obligations under the Agreement. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Agreement.

17. GOVERNING LAW AND LANGUAGE

- 17.1 This Agreement shall be governed and interpreted according to the laws of Pakistan without regard to conflict of laws principles.
- 17.2 The Agreement is in English, which shall be the binding and controlling language on matters relating to the meaning and/or interpretation of the Agreement, unless otherwise specified in the Agreement. Notices and other correspondences pertaining to the Agreement that the Parties may exchange shall likewise be in English.

18. SETTLEMENT OF DISPUTES

- 18.1 The Client and the Consultant shall exert every effort to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Agreement within thirty (30) days of either Party's Notice of the dispute to the other. During this period, the Designated Officer and the Consultant's personnel directly involved should first attempt in good faith to settle the dispute among themselves before escalating the matter to senior Client management and their respective counterpart/s within the Consultant.
- 18.2 Should efforts to resolve disputes amicably under the preceding Clause fail, any dispute, controversy or claim arising out or relating to the Agreement, including the existence, validity, interpretation or breach thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and resolved through arbitration by a sole arbitrator under the Arbitration Act, 1940 or the applicable arbitration law in Pakistan at the time being in force.
- 18.3 Pending resolution of any such disputes, the Parties shall continue to perform their respective obligations under the Agreement or otherwise adopt provisional measures to ensure uninterrupted delivery of the Service.

19. AUTHORIZED REPRESENTATIVE; NOTICES

19.1 Each Party shall designate an Authorized Representative that shall coordinate between the Client and the Consultant with respect to the implementation of this Agreement.

19.2 For individual workstreams under the Scope of Work, a Designated Officer may be specified by the Client at the inception of the assignment who shall coordinate all matters related to the performance of work.

19.3 All Notices, information or other communications to be given by the Consultant to the Client under the Agreement shall be given to the Client's Authorized Representative (or, in relation to particular workstreams, to Designated Officers), and any action required or permitted to be taken, and any document required or permitted to be executed, under the Agreement by the Consultant shall be taken or executed by the Consultant's Authorized Representative.

19.4 All Notices, information or other communications to be given by the Client to the Consultant under the Agreement shall be given to the Consultant's Authorized Representative, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Agreement by the Client shall be taken or executed by the Client's Authorized Representative.

19.5 Any Notices, information or other communications required under the Agreement shall be in writing and shall be delivered in person, by registered or certified mail, or through electronic mail.

19.6 The Consultant shall not take any order, directive, or instruction from unauthorized Client staff. Questions relating to the authority of orders, directives or instructions given in the name of the Client should be directed to the Client's Authorized Representative.

Authorized Representatives of Client:

Name phone no address

Authorized Representative of the Consultant:

Attention: Telephone: E-mail:

19.7 Notices delivered in person shall be effective when delivered to the address specified above and personally received by the addressed Party's Authorized Representative. Notices sent by registered or certified mail shall be effective on the date of delivery to the address specified hereunder, as shown in the return card for registered mail or the postmaster's certification. Otherwise, Notices sent through electronic mails shall be effective upon successful transmission to the receiving Party.

19.8 Either Party may designate a new Authorized Representative by serving written Notice on the other. The designation shall take effect immediately upon receipt of the Notice.

20. TRANSFER AND SUBCONTRACTING

- 20.1 The Consultant shall not assign or transfer the Agreement or specific rights or obligations under it without the Client's prior written consent.
- 20.2 The Consultant shall obtain the Client's written consent prior to entering into a subcontract for engaging a subcontractor for the performance of any part of the Services. Where the Client has consented to subcontracting, copies of each sub-contract shall, at the request of the Client, be sent by the Consultant to the Client as soon as reasonably practicable. Notwithstanding the foregoing, the Consultant shall be solely liable to the Client for the work of the subcontractor.
- 20.3 The Client shall be entitled, in its sole discretion, to review the qualifications of any subcontractor and to reject any proposed subcontractor that the Client reasonably considers is not qualified to perform obligations under the Agreement. Any rejection or request for removal of a subcontractor by the Client shall not, in and of itself, entitle the Consultant to claim any Delays in the performance, or to assert any excuses f or the non-performance, of any of its obligations under the Agreement.
- 20.4 To the extent that the Client has consented to subcontracting of all or part of the Services, the Consultant agrees that the obligations of the Consultant under the following Clauses, as applicable, shall be specifically incorporated into all subcontracts of any tier; (a) Conflict of Interest; (b) Confidential Information; (c) Audits and Investigations; and (d) Consultant's Undertaking. For purposes of this Agreement the term "subcontract" shall mean any Agreement by the Consultant with any Consultant-Related Persons to perform a portion of the Services, as well as any Agreements between a subcontractor and its lower tier Consultants, vendors, suppliers, consultants, or other entities or persons.

21. AMENDMENTS

- 21.1 The Client and the Consultant shall not vary or modify the terms and conditions of the Agreement except by prior written amendment duly executed by the Parties.
- 21.2 For the avoidance of doubt, the Consultant shall not be entitled to request price adjustments as a result of an increase in the Consultant's actual or contingent costs or on any other similar grounds.
- 21.3 If the Agreement shall be extended for additional periods in accordance with the terms and conditions of the Agreement, the terms and conditions applicable to any such extended term of the Agreement shall be the same terms and conditions as set forth in the Agreement.

22. TAX

22.1 Payments shall be made to the Consultant after compulsory deduction of all applicable taxes. The Consultant shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the Agreement and performance of the Services in Pakistan or in any other country, the amount of which is deemed to have been included in the payment duly payable under the Agreement. The Client shall not be liable to reimburse any such taxes.

23. INSURANCE

23.1 The Consultant shall take out and maintain at all times during the term of the Agreement and at its own cost appropriate insurance coverage, which coverage shall include such insurances as may be required by the law of the country of incorporation of the Consultant and/or the laws of the country in which the Services are to be performed.

24. AUDITS AND INVESTIGATIONS

- 24.1 The Client may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Consultant generally relating to non-performance of the Agreement at any time during the Agreement term and for a period of three (3) years following the expiry or early termination of the Agreement.
- 24.2 The Consultant shall keep and maintain for at least three (3) years after the expiry or early termination of the Agreement, or as long a period as may be agreed between the Parties, accurate records of the Agreement including the Services supplied under it and all payments made by the Client under the Agreement. The Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Client access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's personnel and relevant documentation. The Consultant shall require its agents, including, but not limited to, the Consultant's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Client hereunder.

25. SUPERSESSION AND SEPARABILITY

- 25.1 The Agreement supersedes all prior written or verbal Agreements between the Client and the Consultant and contains the reciprocal obligations of the Parties pertaining to or arising out of the delivery of the Service. However, this shall not excuse any Party from liability arising from fraud or fraudulent misrepresentation.
- 25.2 Should any Clause, subparagraph or part of the Agreement be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the decision shall not affect the validity of the entire Agreement or of those parts that are not so declared or otherwise remain capable of partial or separable performance.

26. WAIVER

26.1 The failure of either Party to insist upon strict performance of any provision of the Agreement; or the failure of either Party to exercise, or any Delay in exercising, any right or remedy under the Agreement shall not constitute a waiver of that right or remedy nor diminish the obligations established by the Agreement.

26.2 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

27. COUNTERPART

27.1 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the date below written and for this Agreement to be executed with effect from the date above written.

For and on behalf of [.]	For and on behalf of [.]
Signed by:	Signed by:
NT.	N.
Name:	Name:
Title/Position	Title/Position:
Date:	Date:
	•

Signature: Signature:

<u>Witnesses Name</u>: <u>Witnesses Name</u>: Identification No.: Identification No.:

Signature: Signature:

<u>Witnesses Name</u>: <u>Witnesses Name</u>: Identification No.: Identification No.:

Schedule A: Terms of Reference

Schedule B: Payment Terms

Payment Schedule				
Sr.No	Deliverable / Milestone	Timeline	Amount	
1	Detailed project plan including methodology, timeline, milestone chart (Gantt), resource allocation.	01 Week after commencement of the Assignment.	20% upon approval of inspection report methodology, implementation plan (including timelines), milestone identification, resource & responsibility matrix.	
	Submission, Presentation & Approval of Draft:			
	1- Vehicle Management System	03 Weeks after		
	2- Inventory Management System	of the Assignment		
	3- PSDP Management System	05 Weeks after		
2	4- International Collaboration (IC) Management System	of the Assignment	40% upon approval of 6 digital systems by the ministry.	
	5- Knowledge Management System (KMS)	06 Weeks after commencement of the Assignment		
	6- Pakistan Agri Trade Portal with Dashboards	08 Weeks after commencement of the Assignment		
3	Training, Deployment, Go- Live, Commissioning & UAT Sign off: 1- Vehicle Management System 2- Inventory Management System 3- PSDP Management System 4- International Collaboration (IC) Management System 5- Pakistan Agri Trade Portal with Dashboards 6- Knowledge Management System (KMS)	12 Weeks after commencement of the Assignment	40% upon approval of successful deployment, Test Running, training and troubleshooting of these 6 digital systems of the ministry	

Schedule C: Key Personnel

Role	Education	Experience	Certification
Project Manager	Master's in Project Management, Computer Science, or related field	8–10 years in IT project management, preferably with large-scale government/international or agriculture-related projects.	PMP, PRINCE 2, or Agile/Scrum Master certification preferred
Business Analyst	Bachelor's / Master's in CS / IT or relevant field	08 years of experience in Software / Web Development with minimum at least 03 years of proven experience as Business Analyst / Requirement Engineer. Experience in Agri Commodity Trading(National and International).	
Data Scientist / Engineer	Bachelor's/Master's in Computer Science, Data Engineering, or Software Engineering, Data Science.	5+ years in ETL pipelines, API integration, and database management (PostgreSQL, MySQL, MongoDB). 4-6 years in statistical modeling, predictive analytics, and visualization (Python, R, Power BI, Tableau, or Dash).	Knowledge of agriculture/trade datasets, Designing interactive Dashboard. Experience in forecasting and trend analysis.
Full Stack Developers	Bachelor's in Computer Science or Software Engineering	6+ years of demonstrated proficiency in front-end technologies (HTML, CSS, JavaScript, and frameworks such as Django/Flask, React, or Angular), back-end development (PHP, Python, Java, Node.js), REST/Fast APIs, and database technologies (SQL/NoSQL, e.g., MySQL, MongoDB). Candidates must also possess strong knowledge of version control systems (Git), cloud platforms (AWS, Azure), authentication mechanisms, and secure architecture design. Experience with microservices, server-side	

		architecture, and cloud-based backend development is preferred.	
Cloud/DevOps	Bachelor's in	4–6 years in cloud hosting	Cloud certification
Engineer	Computer Science or	(AWS, Azure, GCP), CI/CD,	(AWS, Azure, or
	Information Systems	Docker/Kubernetes.	GCP) preferred

Part VI. INTEGRITY PACT

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

Contract No D	ated
Contract Value:	
Contract Title:	<u> </u>
induced the procurement of any contract	of Supplier] hereby declares that it has not obtained or t, right, interest, privilege or other obligation or benefit any administrative subdivision or agency thereof or any through any corrupt business practice.
it has fully declared the brokerage, commor agreed to give and shall not give or ag directly or indirectly through any natural associate, broker, consultant, director, procommission, gratification, bribe, finder's or otherwise, with the object of obtaining	oregoing, [name of Supplier] represents and warrants that mission, fees etc. paid or payable to anyone and not given gree to give to anyone within or outside Pakistan either I or juridical person, including its affiliate, agent, romoter, shareholder, sponsor or subsidiary, any s fee or kickback, whether described as consultation fee g or inducing the procurement of a contract, right, benefit in whatsoever form from GoP, except that which reto.
arrangements with all persons in respect	nade and will make full disclosure of all agreements and of or related to the transaction with GoP and has not ion to circumvent the above declaration, representation
not making full disclosure, misrepresent of this declaration, representation and w privilege or other obligation or benefit o	ibility and strict liability for making any false declaration, ing facts or taking any action likely to defeat the purpose arranty. It agrees that any contract, right, interest, btained or procured as aforesaid shall, without prejudice le to GoP under any law, contract or other instrument, be
agrees to indemnify GoP for any loss or practices and further pay compensation any commission, gratification, bribe, fin	es exercised by GoP in this regard, [name of Supplier] damage incurred by it on account of its corrupt business to GoP in an amount equivalent to ten time the sum of der's fee or kickback given by [name of Supplier] as inducing the procurement of any contract, right, interest, in whatsoever form from GoP.
Name of Client:	Name of Service Provider: Signature: