

**PRE-QUALIFICATION DOCUMENTS (PQD) TO HIRE THE
SERVICES OF AN INDIVIDUAL CONSULTANT ON SHORT
CONSULTANCY BASIS TO CONDUCT FEASIBILITY STUDY FOR
THE PROJECT TITLED “QUALITY SEED PRODUCTION AND
SUPPLY TO THE FARMING COMMUNITY FOR ENSURING
FOOD SECURITY IN PAKISTAN”**

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EXPRESSION OF INTEREST (EOI)

UNIVERSITY OF AGRICULTURE, FAISALABAD

Request for Expression of interest (EOI) for hiring Services of an Individual Consultant

The UAF intends to hire the services of an individual Consultant on short consultancy basis to conduct Feasibility Study for the project titles **“Quality seed production and supply to the farming community for ensuring food security in Pakistan”**.

Applications are invited as per format given in Pre-Qualification Documents (PQD) from prospective individual Consultants having following Qualification and Experience to indicate their interest in providing short term consultancy services:

“PhD in Agriculture Sciences in the subject of Seed Technology/Plant Breeding from HEC-recognized institution with minimum 15 years’ Post-Qualification experience of working with Seed Sector including 5 (Five) relevant projects completed during last 15 years. The candidate must be fully conversant with the agricultural policies/practices relevant to seed sector.”

NOTE:

- The PQD having detailed TORs, Qualification & Experience, Evaluation Criteria and Terms of Contract can be seen and downloaded free of cost from UAF website (http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html) and the same may be obtained in the office of the Treasurer (Tender Cell), UAF subject to the payment of the cost of the printing and provision of bank receipt of Rs.200/- to be deposited in the University Income Account (No.11-9/NBP, UAF Branch).
- No TA/DA shall be paid to the Short-listed applicant for interview.
- The applications in the office of Treasurer’s (Tender Cell), 1st Floor Admin. Block, University of Agriculture, Faisalabad (UAF) on or before September 03, 2020 at 4:00 pm. The applications received after the said schedule shall not be entertained and returned unopened.

UMAR SAEED

Director (DPIC)

(For & On behalf of the Committee)

Phone#041-9200898, 9200161 Extn.3505

E.Mail: dpic@uaf.edu.pk

store_officer@uaf.edu.pk

Project Titled: Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan

1. Introduction of the Project: -

The University of Agriculture Faisalabad intends to produce early generation seed according to prescribed guidelines provided in the Seed (Amendment) Act 2015. The present proposal is formulated focusing on production of quality seed through development of collaboration with national organizations. Quality seed plays a pivotal role in boosting agricultural productivity, giving a much needed uplifting the farmers. The farmers' access and affordability on the one hand and the availability and adequacy of desired quality seeds on the other formulate a demand-supply scenario in the seed system.

2. Objective of the Assignment: -

The key objective of the feasibility study is to determine whether the intervention would add value to the seed supply chain and enhance farmers access to quality seed. The results of this evaluation must provide authentic information which is critical for decisions making about the efficacy and relevance of said project to cater the needs of quality seed production in the country and the project is viable for funding

The study will evaluate the proposal "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" according to the standard evaluation and impact assessment criteria.

3. Terms of Reference (TORs)

The Consultant would undertake detailed Feasibility Study for the proposed project. The Consultant should have a capacity to elaborate a vision of achieving improved and increased coordination, cooperation and collaboration between key stakeholders involved in seed supply chain in order to provide a base for a sustainable seed industry development through public private partnership.

The **TORs** of the Consultant are summarized as under:

- a) Carry out a detailed seed sector analysis including strengths, weaknesses, opportunities and threats (SOWT).

- b) Assess existing situation of seed availability, quality status and marketing and cost scenario of identified crops:
- Food crops like wheat
 - Vegetable crops like carrot, spinach, okra and peas
 - Oilseed crops like canola
 - Fodder crops like berseem, maize fodder
 - Food/feed crop like quinoa etc.
- c) Conduct market analysis focusing domestic and regional markets as well as review import and export of seed situation in the country
- d) Examine the role of public and private sector participants in the seed supply and value chain to facilitate their increased compliance with international best practices in quality assurance under the framework of the amended Seed Act 1976 and Plant Breeders' Rights Act 2016.
- e) Examine certified seed production, processing, storage and small-scale farmers' situation in the country and recommend improvements in line with 2015 amendments in the Seed Act 1976 and Plant Breeders' Rights Act 2016.
- f) Look upon the project design and its capacity to medium and long term support to the seed supply industry in the country and suggest improvements for sustainability of the initiative
- g) Carryout cost benefit analysis of proposed project and identify potential risk in this regard
- h) Drafting and submitting final Feasibility Study.
- i) Any other assignment deemed fit by the Consultant Selection Committee

Minor changes/modification (if required) in Consultant TORs will be made by the Consultant Selection Committee (CSC).

4. Eligibility/Selection Criteria:

Following are the details on the basis of which Individual Consultant will be shortlisted/selected:

- a. Valid Registration with the relevant professional body (if any);
- b. National Tax Registration Number (if any);

- c. The applicant shall not be blacklisted by any Government/Semi-Government or Public Body. Undertaking on stamp paper that applicant is neither involved in any litigation or abandoned any work in any department, nor blacklisted as a result and certificate to the effect that all documents particulars/ information furnished are true and correct.
- d. Qualification & Experience as follows: -

TABLE-1			
Sr.#	Proposed Position	Min. Qualification	Experience
1	Individual Consultant	PhD in Agriculture Sciences in the subject of Seed Technology/Plant Breeding from HEC recognized institution	Minimum 15 years' Post-Qualification experience of working with Seed Sector including 5 relevant projects completed during last 15 years. The candidate must be fully conversant with the agricultural policies/practices relevant to seed sector.

Note: Only post-qualification relevant experience shall be considered to be supported with duly attested documents as evidence. The applicant shall fill the prescribed Proformas available at **Annex-A&B** in accordance with the possessed qualification and experience to be evaluated as per point system tabulated below:-

TABLE-2		
Criteria, sub-criteria, and point system for the evaluation:		
A1	Experience	Points
a)	Overall experience <ul style="list-style-type: none"> 15 to less than 20 years 65% 20 to less than 25 years 85% 25 Years & above 100% 	25
b)	Number of Relevant Assignments	75
	i. Scope of relevant Assignments	20
	ii. Total Cost of last 5 relevant projects (PKR)	25
	1 to less than 10 Million 65%	
	10 to less than 50 Million 85%	
	50 Million & above 100%	
	iii. Position in the assignment <ul style="list-style-type: none"> Junior Level 65% Senior Level 85% Team Leader 100% 	15
	iv. Experience of working as Individual Consultant (IC) <ul style="list-style-type: none"> 1 to less than 6 months 65% 6 to less than 12 months 85% 12 Months & above 100% 	15

	Total A1	100
A2	Qualification Criteria	Points
a)	i. Professional Qualification <ul style="list-style-type: none"> • Min. Required Qualification 65% • Additional Qualification (Post-Doc) 100% 	85
b)	Inputs/Contributions to National Policies/Framework/Plan related to Agriculture	15
	Total A2	100
A3	Interview	100
	Total A3	100

e. Shortlisting & Overall Weightage

Shortlisting weightage = A1 [70%] + A2 [30%]
 Overall weightage for selection = Shortlisting Score [70%] + Interview [30%]

4.1 All documents shall be in English

4.2 Any misinformation, false and forged statement will lead to disqualification from being shortlisted/selected and any other action as per applicable laws.

4.3 The applicant shall provide detailed Curriculum Vitae (CV) and attested copies of all relevant documents, CNIC/Certificates/Degrees, experience certificates. Late applications will not be considered.

4.4 Shortlisting & Selection: -

The applicant having minimum score of **65 Points** out of qualification & experience shall be called for interview. The one who secured overall maximum score out of Qualification, experience and interview shall be selected for the assignment (being the best one qualified). The lumpsum contract in accordance with short consultancy will be made by the Focal Person (Purchaser) with him after approval of the Competent Authority on the recommendations of the Committee.

SUBMISSION OF EOI

The Applicant shall require to submit the EOIs in accordance with the detailed criteria given under this PQD document.

5. CLIENT'S RIGHT TO ACCEPT OR REJECT ALL APPLICATIONS

The Client reserves the right to accept application or to annul the bidding process and reject all applications at any time prior to contract award, without thereby incurring any liability to the affected applicant or applicants.

5.1. In case of disqualification/rejection of the application, the applicant shall not claim any expense incurred on account of preparation of EOIs referred to in the PQD

6. EOI VALIDITY

The validity of EOI shall be for 60 days from the date of opening of EOI.

7. UNDERTAKING

In addition to the Undertaking required to be submitted as per Clause-4 (c), the applicant shall also undertake as per format given at **Annex-C**.

8. FOCAL PERSON

Any query may be addressed to the below addressee: -

Dr. Irfan Afzal, Associate Professor, Department of Agronomy, University of Agriculture, Faisalabad. Phone # +92-41-9200161-70, Ext. 2949. Mobile # +92-300-9658671.

TERMS OF CONTRACT

1. SIGNING OF CONTRACT

After 10 days from the announcement of evaluation report, the Client will send Formal Contract as the case may be to successful applicant. In case of formal contract, the successful applicant will send back the contract to the client duly signed within 7 days from the issuance date. Failing which the client reserves the right to Terminate the Contract or any other action according to the Terms of the Contract.

2. SHORT CONSULTANCY

Means consultancy where the cost of consultancy does not exceed One (1) million rupees for individual consultants and duration of the short consultancy for individual consultants shall not exceed six (6) months.

3. DURATION OF THE CONTRACT

The duration of the Contract will be 2 months (60 days) to be effective from the date of issuance of Acceptance Letter to the Consultant by the Client.

4. TYPE OF CONTRACT

This shall be a lumpsum contract.

5. IMPLEMENTATION PLAN

Activity	Duration in Weeks							
	Week-1	Week-2	Week-3	Week-4	Week-5	Week-6	Week-7	Week-8
Kick-Off Meeting								
Draft Inception Report								
Interim Report								
Preparation and Submission of Final Feasibility Report								
Approval of final Feasibility Report								

6. MODE OF OPERATION

6.1. Obligations of the Consultant

- 6.1.1. The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- 6.1.2. The Consultant shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- 6.1.3. The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- 6.1.4. The Consultant shall act at all times so as to protect the interests of the Client and shall take every step to keep all expenses equal to the value of the agreed amount of the Contract.
- 6.1.5. The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 6.1.6. Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- 6.1.7. The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

6.2. Obligations of the Client

- 6.2.1. The Client shall provide to the Consultant all necessary data/documents/reports etc. (if any)
- 6.2.2. The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Consultant.

6.2.3. The Client shall take all necessary measures to make timely payments to the Consultant.

7. LIABILITY OF THE CONSULTANT

- 7.1. The Consultant is liable for the consequence of errors and omissions on his part in so far as the Authenticity of Data on which the feasibility is based/deliverables of the assignment to the extent and with the limitations as mentioned in TORs..
- 7.2. If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the deliverables of the assignment, the Consultant shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultant for the deliverables in accordance with the terms of the Contract.
- 7.3. The liability of the Consultant expires after one (1) year from the stipulated date of completion of the assignment or after three (3) years from the date of final deliverable of the assignment whichever is earlier.
- 7.4. The Consultant may, to protect himself, insure himself against his liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified at 7.2 above. The Consultant shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultant up to a limit of one percent of the total remuneration of the Consultant for the deliverables.
- 7.5. The Consultant shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultant to the Client, as provided under preceding Paras.

8. FORCE MAJEURE

- 8.1. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so

impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- 8.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- 8.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

9. DELAYS IN THE CONSULTANT'S PERFORMANCE

- 9.1. Performance of Services shall be made by the Consultant in accordance with the time schedule prescribed by the Client in Implementation Plan.
- 9.2. If at any time during performance of the Contract, the Consultant should encounter conditions impeding timely performance of Services, the Consultant shall promptly notify the Director (DPIC) in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Consultant's notice, the Director (DPIC) shall refer the matter to the committee to evaluate the situation at its discretion to extend the Consultant's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 9.3. A delay by the Consultant in the performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages, unless an extension of time is agreed, without the application of liquidated damages.

10. LIQUIDATED DAMAGES

If the consultant fails to perform the Services within the period(s) specified in the Contract, the client shall, without prejudice to its other remedies under the Contract, deduct from the consultant claim, as liquidated damages, @ 0.67 % per day upto maximum @10% of the contract price. 15 days delayed/unperformed Services for each week. Once the maximum is reached, the client may consider termination of the Contract pursuant to clause Termination for default.

11. TAXES

The Consultant shall pay Punjab Sales Tax (PST and Income Tax), fees, and other impositions as may be levied under the Applicable Law.

12. PAYMENT MODE (ON ACCOUNT)

The Client shall make prompt payments to the consultant against the invoice complete in all respects on satisfactory performance of services referred to in the TORs within the time given in the conditions of the contract which shall not exceed thirty days.

13. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location on Faisalabad.

14. GOVERNING LANGUAGE

All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

15. NOTICES

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing through mail/email and confirmed in writing to the other party's address specified in contract.

16. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. TERMINATION

If this agreement has not become effective within 15 days' time period from the date of issuance of Acceptance Letter to the Consultant by the Client, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Agreement to be null and void. in the event of such a declaration by Consultant, he shall pay to the Client 50% of the agreed amount shown in the acceptance letter.

18. TERMINATION FOR DEFAULT

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

- (a) if the consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the client; or
- (b) if the consultant fails to perform any other obligation(s) under the Contract.
- (c) if the consultant, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

19. TERMINATION FOR CONVENIENCE

The client, by written notice sent to the Consultant, may terminate the Contract, in whole, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, and the date upon which such termination becomes effective.

20. DISPUTE RESOLUTION

- 20.1. If any dispute arises between the consultants and the client, it may be settled amicably. If not settled the complaints of the applicant / consultant shall be disposed / settled by a Grievances committee and arbitration prior to the entry into force and after into force of service agreement respectively.
- 20.2. Any applicant feeling aggrieved by any act of the procuring agency after the submission of his application may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the final evaluation (Overall Evaluation).
- 20.3. The committee shall address the complaints of consultant that may occur prior to the entry into force of the service agreement. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 20.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 20.5. The Committee comprises the following to address the complaints of the applicants prior to entering the procurement contract: -
 1. The Treasurer (Convener)
 2. Convener of the Pre-qualification (Member)
/ Purchase /Tender Committee/CSC
 3. Resident Auditor or the Technical Expert (s) (Member)
not below the rank of Assistant Professor
 4. *The Director/Deputy Director (DP&IC) (Secretary)
* If the Director (DP&IC) is not postedNote: The committee will disposed of the matter within 15 days from the date of receipt of the complaint.

21. ARBITRATION

After coming into force of the service agreement, all matter of dispute or difference except unsatisfactory provision of services by the consultant or Termination of the Service Agreement by the client, arising out of the service agreement between the consultants and client thereto, the settlement of which is not otherwise specially provided for in service agreement, shall be referred to the Vice Chancellor, UAF as arbitrator for decision. His decision shall be final and binding on both the parties. This services of the agreement shall if reasonably possible continue, under the proceeding before the Vice Chancellor. The arbitration of award shall be recorded in writing.

Either party of the agreement if intends to go for arbitration, it shall has to give thirty days' notice in writing informing to the other party of his intension to refer to the points of differences or dispute of arbitration.

22. BLACKLISTING

In addition to other actions to be taken against the Consultant contained in the PQD before entering into contract and afterwards, the Client reserves the right to blacklist (may impose Permanent or temporary bar for participation in the Procurement proceedings respectively) the applicant/consultant who: -

- (i) Fail to perform contractual obligations or the performance under the contract is not upto the mark;
- (ii) Found to be indulging in corrupt or fraudulent practices;
- (iii) Commit an action causing or liable to cause loss to the University;
- (iv) Furnish false information;

23. INDEMNIFICATION

The Client shall not indemnify whatsoever loss arises during delivery of services by the Consultant.

Annex-A Experience (Relevant)

Relevant ¹												
S. No	Name of Project	Location (Country/Province/Division)	Client	Project Description	Project Duration		Total Cost of Project	Period of services provided by the applicant		Position of the applicant	Position Level (e.g. Individual Consultant, Team leader, Sr. Level & Jr. Level)	Scope of services provided by the applicant
					Start date	Completion date		Start date	Completion date			
1												
2												
3												
4												
5												

Note: Above table (template) is just for reference / guidance.

- 05 most relevant assignments to be submitted which must be supported by experience certificates issued by the concerned organizations.
- Assignments provided beyond the limit of 05 will be given no weightage.

Annex-B (CV)**CURRICULUM VITAE (CV)**

1. **Name:** _____
2. **Date of Birth:** _____
3. **Nationality:** _____
4. **CNIC No:** _____
5. **Education:**

Degree	Major/Minor	Institution	Date (MM/YYYY)

6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees*]:
8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
9. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below)*]:

Employer	Position	Position Level (e.g. Individual Consultant, Team leader, Sr. Level & Jr. Level)	From (MM/YYYY)	To (MM/YYYY)

Note: - More than six months experience will be counted as one year.

10. Detail of Work Undertaken

- i. Name of assignment or project: _____
- Cost of Project _____ Location: _____
- Date of Start: _____ Date of Completion: _____
- Client: _____ Main project features: _____
- Actual time spent on the project: _____ in month.

Note: The applicant may add any further information if required in accordance with detailed criteria given under PQD.

Annex-C

Undertaking by the Applicant

Date: _____
EOI No. _____

To,

Dean, Faculty of Agriculture,
University of Agriculture,
Faisalabad.

Gentlemen and/or Ladies:

Having examined the Pre-Qualification Document (PQD), the receipt of which is hereby duly acknowledged, the undersigned, offer to deliver *[description of services] in conformity with the said PQD for the sum of *[total offer amount in words and figures]. I understand that failure to furnish all information required by the PQD or to submit an Application/EOI not substantially responsive to the PQD in every respect will be at our risk and may result in the rejection of Application.

If the offer is accepted, I undertake to provide a service within the times specified in the Implementation Plan. Failure to which, the Client reserve the right to take action as per provisions of the PQD.

I agree to abide by this Application/EOI in accordance with Validity Period specified in the PQD and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

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

I understand that you are not bound to accept any Application you may receive.

I certify/confirm that we comply with all requirements as per PQD.

*Dated this _____ day of _____ 20_____.

*

[signature]

[in the capacity of]

*Duly authorized to sign Application / Offer _____

* To be filled / signed by the applicant himself.

** Application / Offer