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**Expression of Interest [EOI] Document for  
Prequalification of Manufacturers/  
Importers/Distributors/Suppliers  
of Potash Fertilizer (SOP, MOP and NPKs)**

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**“Inclusion of Potash Fertilizer Suppliers for Pasting  
of E-vouchers on Fertilizers Bags”**

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## **DISCLAIMER**

This Expression of Interest (EoI) Document is provided to the recipient solely for use in preparing and submitting applications for short listing for engagement in supplying the fertilizer bag and Firm to carry out the Assignment as further detailed in this EoI Document. This EoI Document is being issued by Director General Agriculture (Ext. & AR) **“Subsidy on Fertilizer” Agriculture Department, Government of Punjab, Pakistan** (hereinafter referred as the “Procuring Agency” where relevant the term includes its employees, personnel, affiliated entities, consultants, advisors, agents and contractors etc.), solely for the use of the Applicant(s) interested in the Assignments enumerated hereunder.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning as ascribed in this EoI Document.

This EOI is not an agreement and is neither an offer nor invitation by the Procuring Agency to the prospective Applicant(s) or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI (the “Application”). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Procuring Agency in relation to the Scheme. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant(s) may require. This EOI may not be appropriate for all persons, and it is not possible for the Procuring Agency, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Agency accepts no responsibility of the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The evaluation criteria have been laid down for the purpose of short-listing of the Applicant(s). The Procuring Agency or its affiliated entities including its consultants, advisors, employees, personnel, agents, make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI or in any other Document made available to a person in connection with the tendering process for the Assignment(s) or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with short listing of Applicant(s) for participation in the Bidding Process.

The EoI submitted by any Applicant shall be upon the full understanding and agreement of any and all terms of this EoI Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in this EoI Document. Any EoI submitted by any Applicant shall be construed based on the understanding that the Applicant has done a complete and careful examination of this EoI Document and has independently verified all the information received from the Procuring Agency.

This EoI Document shall neither constitute a solicitation to invest, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of The Procuring Agency that the Assignment will be awarded. The Procuring Agency reserves its right, in its full discretion, to modify the EoI Document and/or the Assignment at any stage during the procurement process to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the bidder for any costs, taxes, expenses or damages incurred by the Applicant in such an event. Similarly, The Procuring Agency reserves the right, in its full discretion, to cancel the EoI Document and/or Assignment at any stage of the procurement process and shall not be liable to reimburse or compensate the Applicant for any costs, taxes, expenses or damages incurred by the Applicant(s) in such an event.

## **REQUEST FOR EXPRESSION OF INTEREST(EOI)**

### **Inclusion of Agricultural Input Suppliers for Pasting of E-Vouchers on Oilseed, Cotton Seed, and Fertilizers Bags**

Director General Agriculture (Extension & AR) Punjab, a wing of Agriculture Department Government of the Punjab, invites Expression of Interest(EOI) for Inclusion of Oil Seed, Certified Cotton Seed and Fertilizers (DAP,NP,SSP,SOP,MOP and NPKs) Importers/Suppliers and manufacturers. The applicants should be on active taxpayers list of the Federal Board of Revenue (FBR) and should be authorized by concerned authority(ies) in Pakistan for import / supply of Oil Seeds, Cotton seed, and Fertilizers. The selected applicants shall work with Punjab Agriculture Department for disbursement of financial support to farmers by pasting E-voucher on their respective inputs bags of Oil Seed, Certified Cotton Seed and fertilizers (Phosphate and Potassium) across Punjab province.

2. Expression of Interest documents,(containing detailed terms and conditions, etc.) are available at office of Director General Agriculture (Extension & AR) Punjab, 21-Davis Road, Lahore, Phone # 042-99200732. EOI documents can also be downloaded from [www.agripunjab.gov.pk](http://www.agripunjab.gov.pk) free of cost.

3. The expression of interest, prepared in accordance with the instructions in the EOI documents, must reach the office of Director General Agriculture (Extension & AR) Punjab, 21-Davis Road, Lahore, on or before 29.11.2018 (11 AM). The EOI document will be opened at 12 Noon on same day. There will be no deadline for participating in the scheme however, preference will be given on first come first serve basis. This advertisement is also available on [www.agripunjab.gov.pk](http://www.agripunjab.gov.pk).

**(Muhammad Zafar Yab Haider)**

Director General Agriculture (Extension & AR) Punjab

First Floor, Agriculture House, 21-Davis Road, Lahore

042-99200732

[dgaextarpb@gmail.com](mailto:dgaextarpb@gmail.com)

## SECTION-I

### INTRODUCTION

### DEFINITIONS

In this document, the following terms shall be interpreted as defined below: -

Procuring Agency: -	Director General Agriculture (Extension & AR) Punjab for Inclusion of “Potash Fertilizer Suppliers for Pasting of E-vouchers on Fertilizers Bags” Agriculture Department, Government of the Punjab, Lahore, Pakistan.
Applicant	Means any corporation, company, partnership, firm, public or private entity or a Consortium, that is eligible, has the expertise and ability to undertake the Assignment as per the requirements of this EoI Document and has not been blacklisted/debarred by any public sector organization or department anywhere.
Assignment/ Scope of Work	Means the works to be undertaken and services to be provided by the Applicant in accordance with this EoI Document upon being selected as a successful bidder after the bidding process to be conducted post-short listing.
Partner Firm	Means a partner firm in a Consortium
Consortium	Where the Applicant is comprised of a group of Partnership Firms or Corporations or Limited Companies etc. who have submitted an EoI as per the requirements of this EoI Documents, all members, if awarded the contract, shall individually sign and be jointly and severally liable for the entire Assignment and such an association may be known as a Consortium for submission of the EoI.
Lead Firm	If the Applicant is a Consortium, one of the entities of such a Consortium shall be designated as the Lead Firm in the EoI to perform a lead role. The Lead firm should be duly appointed by all Consortium members to submit and sign on their behalf all documents required hereunder to bind the entire Consortium to the contents, thereof. (Annexure-III)
Due Date	The date mentioned in advertisement as deadline for submission of EoI application. However, the participation of new firms / Manufacturer will remain open till Scheme Closes.
EoI	Expression of Interest to be submitted by the Applicants containing the information as set out and required under this EoI Document.
Power of Attorney	The Power of Attorney to be provided by the Applicant(s) in the form appended to this EoI Document.
RFP	Request for Proposals

Signatory of Application:	Means the person duly authorized by the Applicant through Power of Attorney placed at Annexure II to sign the application for EOI/Tender/Bid on its behalf.
CNIC	Mean Computerized National Identity card issued by NADRA (National Data base & Registration Authority).
“GoPb”	Shall mean Agriculture Department, Government of the Punjab.
Details	Shall mean Quantity of Potash Fertilizer (SOP, MOP, NPKs) in bags as well as in Metric Tons which are already in Stock either in warehouses or in Transition from importing country to port or Stock at port.
Fertilizer bag	Potash Fertilizer (SOP,MOP and NPKs) of 50 kg
Registered Farmer	Shall mean Farmers already registered under cash compensation scheme of Prime Minister Kissan Package during 2015 and being registered under Different schemes of Agriculture department which include but not limited to Empowerment of Kissan through Financial & Digital Inclusion, Applicant of Rust Free Wheat Seed Distribution Program, Applicant of laser leveler Scheme, Applicant of the Scheme “Promotion of Mechanization in Punjab, farmers registered for support price on fertilizer cotton & oilseed schemes (2017-18). All farmers whose bio data is being maintained with Agriculture Department, PLRA &PITB/TECHNOLOGY PARTNER
Security Seal Provider (SSP)	Shall mean the company responsible for printing subsidy voucher with all features recommended by GoPb.
E-Voucher	Shall mean the voucher recommended by GoPb with specifications having subsidy number printed on it

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## BACKGROUND OF THE SCHME

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

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

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

Phosphorus encourages flower bloom and root growth, while potassium helps plants fight diseases and take in other nutrients. If soil is low in phosphorus and potassium or just needs a yearly application to keep them at proper levels -several organic options, as well as synthetic blends, exist to add them to the soil. A tailored subsidy program for phosphate and potassium content based Fertilizers is need of the day to balance the soil nutrients. Therefore Govt. of Punjab intends to launch a direct subsidy program in which Subsidy will be given to all eligible farmers through Pre-Paid Vouchers ranging from Rs. 200-300/50 kg bag depending upon the content (based fertilizers like SOP@ 300,MOP @ 200, NPK-I (20:22:20) @300, NPK-II (17:17:17) @ 275 and NPK-III (15:20:15) @ 250 (Granular) etc. This subsidy amount will be reviewed from time to time by Agriculture Department's committee constituted under the chairmanship of Secretary Agriculture Punjab

## SCOPE OF ASSIGNMENT

Importer/ Manufacturer/ Suppliers/distributor provide following services in Punjab.

Service Name	Description
“Inclusion of Potash Fertilizer Suppliers for Pasting of E-Vouchers on Fertilizers Bags” Scheme of Government of Punjab	<ul style="list-style-type: none"><li>• Printing of E- vouchers for potash fertilizer bags as per specifications approved by Government of Punjab through Agriculture Department</li><li>• Pasting of subsidy vouchers on each and every bag of potash fertilizer being sold in Punjab</li><li>• Presenting record of production/import of potash fertilizer to Agriculture Department for verification of record</li><li>• Helping in media/awareness campaign of scheme across the province</li></ul>

### Note:

- i. An applicant can apply for pre-qualification for all types of potash fertilizer or any one of them.

## **IMPLEMENTATION ARRANGEMENTS**

### ***a) Generation of Unique codes and printing of E-Vouchers (Table 1)***

- i. PITB/TECHNOLOGY PARTNER will develop an online portal for generating unique codes for potash fertilizer Supplier/distributor/companies.
- ii. Potash Fertilizer companies shall place request for generating unique codes before Agriculture Department (GoPb) along with mandatory documents required by the department for permitting generation of unique codes in accordance to quantity of fertilizer imported/produced.
- iii. GoPb after approval of request shall intimate PITB/TECHNOLOGY PARTNER to add capping of fertilizer Company on online portal for generating unique codes and will inform fertilizer Company.
- iv. Potash Fertilizer Company, then, will generate unique codes from online portal but will not have access to view the codes' list in order to minimize human intervention.
- v. Potash Fertilizer Companies will have an agreement with a Security Label Supplier Company for printing unique codes.
- vi. Security Label Supplier shall have access for downloading unique codes generated by the Potash Fertilizer Company.
- vii. Potash Fertilizer suppliers shall place Purchase order to Security Label Supplier.
- viii. Security label supplier will prepare the security labels with unique codes according to the given specifications and deliver to the Potash Fertilizer company.
- ix. Potash Fertilizer supplier will durably affix the security label on the inside of the bag before filling fertilizer so that part of it is visible above the seam after stitching

### ***b) Flow Mechanism of Pre-paid Vouchers (Table-1)***

- i. Farmer will scratch the code and send secret code with CNIC on a short code dedicated for GoPb to PITB/TECHNOLOGY PARTNER
- ii. PITB/TECHNOLOGY PARTNER will verify the secret code and CNIC of the farmer.
- iii. CNIC of Registered farmer will be shared with Branchless Banking Operator by PITB/TECHNOLOGY PARTNER
- iv. The farmer will receive instructions by SMS about subsidy amount and instructions to visit Branchless Banking Operator's agent for payment
- v. Loaded voucher can be redeemed from Mobile merchants that will agree to this scheme

- vi. Non-registered farmer will receive instructions to get himself registered through a local agriculture office or through Agri. help line and follow step I to V.

## **ROLES AND RESPONSIBILITIES**

### **Govt. of Punjab (GoPb)**

- i. Agriculture Department, government of Punjab through Director General Extension will be the implementing agency for the scheme.
  - ii. Provide guidance to the farmers regarding the usage of vouchers on the toll free help line already operational with the help of PITB/TECHNOLOGY PARTNER and Agriculture Delivery Unit (ADU).
  - iii. Directorate of Information shall formally announce the scheme with its salient features as a window for guidance to farmers through print and electronic media.
  - iv. Agriculture department will hire the Branchless Banking Operators for Voucher redemption
  - v. Agriculture Department with the help of PITB/TECHNOLOGY PARTNER will generate the Unique Secret codes for each Bag on the Request of Producers/Importers/suppliers of Potash Fertilizers.
  - vi. Price Monitoring and Ensure that Price of Product is same before and after Subsidy Announcement if international Prices are same.
  - vii. Consultation with Suppliers if Price change is required
  - viii. Payment of Pre-Paid vouchers to farmers through Branchless Banking Operator.
- 
- i. ***Punjab Information Technology Board (PITB/TECHNOLOGY PARTNER)***
  - ii. Generation of unique secret codes for each bag of subsidized Potash Fertilizer.
  - iii. PITB/TECHNOLOGY PARTNER will Validate the Secret scratched codes after Matching the CNIC from their Data base
  - iv. Communicate CNIC and Voucher details to Branchless Banking Operator
  - v. Keeping track of each bag after it is scratched and redeemed
  - vi. Trouble shooting of system
  - vii. PITB/TECHNOLOGY PARTNER will transmit valid Vouchers to Branchless Banking Operator for redemption and further Processing.
  - viii. PITB/TECHNOLOGY PARTNER will keep Track of each bag when it was scratched and Redeemed
  - ix. Trouble shooting of the System
  - x. Price monitoring

- xi. A toll free helpline for guidance of farmers
  - b. ***Suppliers/ Manufactures/Importers of Potash Fertilizers***
    - i. The firms that agree to the given design / mechanism will have to request the Agriculture Department to get them registered with the scheme.
    - ii. Potash Fertilizer Suppliers will share the details of their existing stock as well in coming Product with Agriculture department.
    - iii. Suppliers will print the Security seals as per Specification Mentioned in **Annexure –VI.**
    - iv. Suppliers will ensure the pasting of Security Seals on each bag either in Existing stock or incoming Product
    - v. Suppliers will paste the Security seals on a new product in a following manner
      - a. Security Seals will be pasted inside the Bag around 5-7 inches from Horizontal edges and 3-4 inches from top vertical edges
      - b. Stitching of bag should be done in a way that Half of Seals should be above the stitched portion and half Below the Stitched Portion or any other method notified by the department
      - c. Ensure the Stitching of bag in way that Scratch Portion will be below the stitching portion of fertilizer bag
      - d. Security Seal should be pasted in such a way that it can't be removed as a whole without opening of Bag
    - vi. Physical verification will be a must by the department and ADU through Bank LCs and other relevant documents in case of import or local production.
    - vii. Ensure that “**No**” bag is without Security Seals.
    - viii. Ensure the availability of Instructions Broachers at prominent Place of each sale point
    - ix. Consultation with Agriculture Department for any price change if required
    - x. Only those suppliers/ manufacturers/ importers/Distributors will be eligible for this scheme who register and sign contract for this scheme and undertake in writing to develop their in-house capacity and systems/ mechanisms to fully implement this scheme in its true spirit.
  - c. ***Branchless Banking Operator Companies***
    - i. Process the Valid Vouchers details along with CNIC & Mobile Number of Farmers received from PITB/TECHNOLOGY PARTNER
    - ii. Inform all eligible Farmers about voucher redemption process through SMS or robo calls

- iii. Ensure that only Genuine Farmers claim the voucher redemption
- iv. Location and district wise daily, Weekly and Monthly scheme wise disbursement Reporting to PITB/TECHNOLOGY PARTNER, Agriculture Department & Potash Fertilizer Suppliers.
- v. Responsible for any Fraud importation with consumer at agent shop

*d. Responsibilities of Farmers*

- i. Farmers will Purchase the Potash Fertilizer Bags having E-voucher from Fertilizers sale Point
- ii. Open the bag and scratch the Voucher
- iii. Send the Voucher along with CNIC to short code given by GoPb for redemption.
- iv. Get himself registered if not already registered.

*e. Security Seal Provider*

- i. Security Seal Provider (SSP) will print the subsidy voucher of size 70-75 mm (length) x40-45mm(width) as per agreed design with durable adhesive and security features
- ii. SSP will be Responsible for any Misuse of Code before during Printing Process
- iii. SSP will ensure Timely Delivery of Security Stickers/seals to Potash Fertilizer Suppliers under intimation to GoPb.

## **SECTION-II**

### **INSTRUCTIONS TO APPLICANTS**

#### **FRAUD & CORRUPTION**

- i. The Procuring Agency requires that the Applicant observes the highest standard of ethics in relation to submission of EoI for short-listing and further documents required for short-listing and thereafter.
- ii. The Procuring Agency will reject a proposal for short-listing if it determines that the Applicant has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question and will declare the applicant ineligible, either indefinitely or for a stated period of time.
- iii. Any misinformation, forged / fake documents / statements etc. will lead to disqualification at short listing stage in addition to any other action as per law.

#### **ELIGIBILITY**

- i. The scheme is open for all the Potash Fertilizer (SOP, MOP and NPKs) suppliers/producer/Importer/Distributor
- ii. Firms who agree with the mechanism will be eligible.
- iii. Physical verification of all the provided documents provided for qualifying for eligibility will be mandatory.
- iv. There is no deadline / due date for joining the scheme but, there will be a date for full implementation of the scheme and stoppage of interim/transition arrangement.
- v. Undertaking on Judicial Paper that the firm is not insolvent, not blacklisted and not involved in litigation or arbitration with any of provincial or Federal Government Department of Pakistan, any Agency of United nations, World Bank and Asian Development Bank. In case the firm was involved in any litigation or arbitration process, proof of dispute resolution along with history for last three years in accordance of **Annexure-IV** is required.
- vi. An Applicant or any of its Members, declared Insolvent/blacklisted / debarred by any public-sector organization or department in Pakistan shall be ineligible for short-listing.
- vii. The applicants should belong to eligible countries as per current policies of the Federal Government of Pakistan.

#### **LANGUAGE**

Language of this EoI and subsequent all processes and correspondences shall be English.

#### **EOI ADVERTISEMENT**

The EoI advertisement shall form an integral part of the EoI Document.

#### **CLARIFICATIONS IN RELATION TO EOI DOCUMENTS**

- i. An Applicant requiring any clarification in relation to the EoI Document shall contact The Procuring Agency in writing at the address indicated in this EoI Document.
- ii. The Procuring Agency will respond in writing to any request for clarification provided that such request is received.

## **AMENDMENTS IN EOI DOCUMENTS**

- iii. At any time prior to the deadline for submission of EoI, The Procuring Agency may amend the EoI Document by issuing an addendum.
- iv. Any addendum issued shall be part of EoI Document.
- ii. To give Applicants reasonable time to take an addendum into account in preparing their applications, The Procuring Agency may, at its discretion, extend the deadline for the submission of applications.
- iii. No objection shall be entertained regarding the terms & conditions of this EoI Document after deadline for submission of EoI.

## **CHANGE IN INFORMATION PROVIDED TO PROCURING AGENCY**

The Applicant shall immediately report to The Procuring Agency in writing any change in the information provided in its EoI (including any information relevant to any Consortium). The determination of whether the change is material shall be in Procuring Agency's sole and exclusive discretion and any material change could also lead to disqualification of such Applicant. Any failure to report change by the Applicant shall constitute grounds for disqualification.

## **COST OF APPLICATION**

- i. The Applicant shall bear all costs associated with the preparation and submission of EoI. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short-listing process.
- ii. The Procuring Agency will not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation or delivery of proposals or visits to any office or site.
- iii. The Procuring Agency shall be under no obligation to return any EOI or supporting materials submitted by the Applicant.

## **DOCUMENTS ESTABLISHING THE ELIGIBILITY OF APPLICANT**

To establish its eligibility, the Applicants shall complete all eligibility requirements as set out in this document supported by verifiable documentary evidence. Applications without complete supporting documentary evidence, as required under this EoI, shall be considered non-responsive and shall be rejected.

## **DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF APPLICANT**

To establish its qualifications, the Applicant shall provide the information requested in the corresponding sheets, evaluation criteria etc. in the form of verifiable documentary evidence.

## **CONSORTIUM OF FIRM**

- i. If Applicant is a Consortium, there must be a Lead Firm appointed through a Power of Attorney executed by all Consortium members individually, authorizing the Lead Firm to act on their behalf and to enter into legally binding obligations.
- ii. Power of Attorneys shall be prepared as instructed in Annexure – I,II& III
- iii. In the event the Applicant is a Consortium, all communications and correspondence shall be routed through the Lead firm. The Procuring Agency shall only correspond with the Lead Firm and as such delivery of any notice, information or other

correspondence to the Lead Firm shall be deemed delivered to all the members of Consortium.

- iv. One member of Consortium may participate in only one EoI and if one member participates in more than one EoI's, The Procuring Agency shall reject all such EoIs;

## **SIGNING THE APPLICATION**

- i. The Applicant shall prepare and submit the EoI as described in this document. The EoI shall be signed by a person duly authorized on behalf of the Applicant through Power of Attorney.
- ii. Original written Power of Attorney authorizing the signatory of the Application to act for and on behalf of the Applicant shall be attached with the application according to the given Annexure-II.
- iii. Every page and every form of EOI shall be signed and stamped by the Signatory of the Application.

## **SEALING AND IDENTIFICATION OF APPLICATION**

The Applicant shall enclose ONE Original and one copy of its EoI in a sealed envelope that shall:

- i. Bear the name and address of the Applicant,
- ii. Be addressed to the Director General Agriculture (Ext & AR) Punjab, 21 Davis Road, Lahore.
- iii. Bear the specific identification of this short-listing process indicated in the EOI Document and shall be clearly marked the subject title.
- iv. Each EOI shall be in English accompanied by all the supporting documents. If any original supporting document is not in English, a certified translation of the same in English shall be provided by the Applicant.
- v. Applicants are also required to state, in their proposals, the name, title, phone & fax numbers, e-mails, and addresses of their Primary Contact and Secondary Contact, through whom all communications shall be directed until the procurement process has been completed or terminated.
- vi. The Procuring Agency/ EOI Evaluation Committee will accept no responsibility for not processing any envelope that was not identified as required.

## **OPENING OF APPLICATIONS**

The Procuring Agency shall open (all) application(s) on the time mentioned in the EOI, (*29<sup>th</sup> November 2018 at 12 Noon*).

## **CONFIDENTIALITY**

Information relating to the evaluation of Applications, and recommendation for short-listing, shall not be disclosed to the Applicants or any other persons not officially concerned with such process until the notification of short-listing is made to all Applicants.

## **CLARIFICATIONS OF APPLICATIONS**

- i. To assist in the evaluation of applications, The Procuring Agency may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- ii. If an Applicant does not provide clarifications of the information requested by the deadline, the application shall be evaluated based on the information and documents



available at the time of evaluation of the application. Failing to provide requisite information may lead to rejection / disqualification of application.

## **RESPONSIVENESS OF APPLICATIONS**

All applications not responsive to the requirements of the EoI Documents shall be rejected.

## **NOTIFICATION OF SHORT-LISTING**

The purpose of this EoI Document / Advertisement is to pre-qualify Firms. The Procuring Agency shall promptly notify each qualified Applicant as to whether or not it has been shortlisted after completing the process and procedure of short-listing.

## **INTERPRETATION & FINAL DETERMINATION**

The interpretation and final determination of any matter relating to the EoI Document, all enclosed documents, sections, compliance documents etc. as well as any additional or supplementary information required by The Procuring Agency will be at Procuring Agency's sole discretion which shall be final and binding on the Applicants.

## **USE OF INFORMATION**

Permission for disclosure of information submitted by an Applicant as part of the EoI is not required for the release of information to The Procuring Agency, its governing bodies/departments, its consultants, advisors and personnel for the purpose of evaluation of application and short-listing.

## **CONFLICT OF INTEREST**

The Procuring Agency may confirm the status of the Applicant for the sake of conflict of interest before completion of the short-listing process. For this purpose, the Applicant shall be required to provide this information in specific terms and any misrepresentation shall be made a ground for rejection. Applicants shall note that in case of their selection, any such links, if detected during the course of their contract, would be reported by The Procuring Agency to selection committee for cancellation of its registration/license leading to their blacklisting.

## **GOVERNING LAW**

The governing laws of the Scheme and the contract thereto shall be laws of Pakistan (where Federal laws are applicable) and laws of Punjab (where provincial laws are applicable).

### SECTION-III

#### EVALUATION CRITERIA MANDATORY REQUIREMENTS

Sr. No.	Documents	LEAD FIRM	ASSOCIATE FIRM
1	Legal Status of Firm (Registration with any of the following) SECP or Registrar of Firms or Recognized by Govt. of Pakistan or Relevant registration forum (In case of international firms)	✓	✓
2	Valid NTN / FTN (In case of International Firm Local Partner should be registered with Federal Board of Revenue in Pakistan)	✓	✓
3	Valid Sale Tax Registration Certificate	✓	
4	All Requirements of Section II “Eligibility” of Instructions to the Applicant have been met.	✓	✓
5.	Complete Literature, Broachers etc. of the proposed Type of fertilizer(s).	√	
6	Sales & Dealer Distribution network	√	√
7	Business Volume Performa Annexure (vii)	√	
7.	Upon selection and before signing Contract, the successful applicant shall provide a <b>Performance Guarantee amounting to PKR: 100,000/-</b> in the shape of Demand Draft, Pay Order, Bankers’ Cheque, or CDR having validity of 2 years after prequalification.	√	

**NOTE:**

- i. Please attach copies of all certificates / relevant Documents.
- ii. In case the applicant is not a Consortium, all the above-mentioned requirements shall be fulfilled by the single applicant.

# Information Form

**Name of Applicant:**

**Firm / Company / Consortium:**

- a) **Address:**
- b) **Telephone No(s):**
- c) **Fax Number:**
- d) **E-mail Address:**
- e) **Preferred mode of**
- f) **Please select and insert the relevant Fertilizer(s)**

<b>Potassium Fertilizer</b>			
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g)

**In case of Consortium, provide following information:**

Sr. #	Name of Consortium Firms*	Brief Description of each Consortium Firm	Role in Consortium	Representative of Each Associate / Consortium Firm in Consortium**	Contact Information

\*Start with the Lead Firm in Consortium.

\*\*To be appointed through Power of Attorney by each Associate / Consortium Firm.

**(To be signed by authorized signatory)**

**EXPRESSION OF INTEREST (EOI) FOR SUPPLIER/  
MANUFACTURER/ IMPORTER OF POTASH FERTILIZER**

To

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

Subject: **EXPRESSION OF INTEREST (EOI) FOR INCLUSION IN “POTASH FERTILIZER SUPPLIERS FOR PASTING OF E-VOUCHERS ON FERTILIZERS BAGS”**

Dear Sir,

This is in response to your EoI advertisement published in the daily newspaper [ ] on [ ] -2018] inviting expression of interest for prequalifying for the Scheme **“POTASH FERTILIZER SUPPLIERS FOR PASTING OF E-VOUCHERS ON FERTILIZERS BAGS”**. We hereby submit our expression of interest:

We have attached all the requisite information according to the given formats. The information furnished by us in this expression of interest is correct to the best of our knowledge and belief. We understand that you will evaluate our application to decide whether or not we are eligible and shortlisted to proceed further in the process.

We shall remain obliged.

Dated: / /2018

**Sincerely yours,**

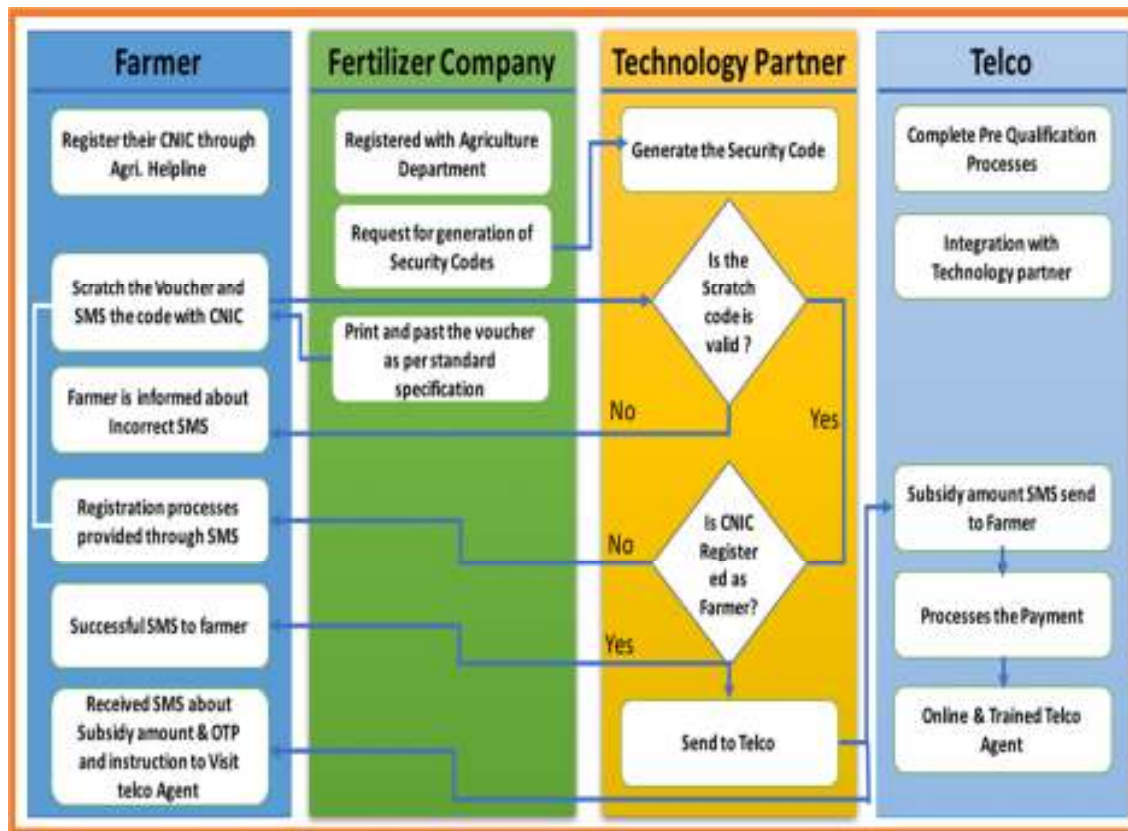
.....

**Annexures:**

- I.** Power of Attorney (For signatory of Application)
- II.** Power of Attorney (To be used in case of Consortium)
- III.** Power of Attorney (Authorized Representative of each Member of Consortium)
- IV.** History of litigation
- V.** Affidavit of correctness of information
- VI.** Security Seal Specification
- VII.** Business Volume Performa

# Flow mechanism of disbursement of Potassium based Fertilizer

Table-1



## **ANNEXURES**

## ANNEXURE I

### **Power of Attorney (For Lead Member of Consortium)**

[To be printed on a PKR 1000/- stamp paper]

Whereas the **Scheme Coordination Unit for “POTASH FERTILIZER SUPPLIERS FOR PASTING OF E-VOUCHERS ON FERTILIZERS BAGS” Agriculture Department (GoPb)**(hereinafter referred as the “Procuring Agency”) has invited EOI for Short listing of Applicant(s) to pre-Qualify for **“Subsidy on Fertilizer”**

Whereas, \_\_\_\_\_ and \_\_\_\_\_,(collectively the **“Consortium”** and individually as the **“Member”**) being members of the Consortium are interested in Prequalification for the Scheme in accordance with the terms and conditions of the EOI Document and:

Whereas, it is necessary for the CONSORTIUM to designate one of the CONSORTIUM Member as the Lead Member with all necessary power and authority to do for and on behalf of the CONSORTIUM, all acts, deeds and things as may be necessary in connection with the CONSORTIUM’s EOI Application for the Scheme and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the **“Principals”**) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **“Attorney”**) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the CONSORTIUM and any one of us during the Short listing process and, in the event the Consortium is awarded the Contract, during the execution of the Scheme, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Scheme, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the CONSORTIUM and generally to represent the CONSORTIUM in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have

been done by us/ CONSORTIUM.

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

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

For: [Consortium Member-1]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CNIC/Passport #: \_\_\_\_\_

For: [Consortium Member-2]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CNIC/Passport #: \_\_\_\_\_

**WITNESSES:**

1.....

**NAME:**.....

**ADDRESS:**

**NIC OR PASSPORT NO.:**

2.....

**NAME:**.....

**ADDRESS:**

**NIC OR PASSPORT NO.:**

**Notes:**

- To be executed by Authorized Representatives of all the Members of the Consortium
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. Once the original Power of Attorney has been brought into Pakistan, adhesive stamps are to be affixed on the same.

.....

**AS NOTARIZED BY THE NOTARY PUBLIC**

**Power of Attorney**  
**(For signatory of Application)**

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney (“**Power of Attorney**\_\_\_\_\_ having its registered office at [ \_\_\_\_\_ ], does hereby nominate, appoint and authorize\_\_\_\_\_, having CNIC No\_ \_\_\_\_\_ .herein after referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

- i. Sign and submit to Scheme Coordinator or its authorized nominee, the EOI/Tender/Bid of pre-qualification for “**Distribution of potash fertilizer bag to farmers**”, in response to the EoI advertisement dated [ \_\_\_\_\_ ] issued by The Procuring Agency and all other documents and instruments required to submit the EOI/Tender/Bid.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the EOI/Tender/Bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein),attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

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

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

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [03-03-

2018]

**FOR: [INSERT NAME OF APPLICANT FIRM]                      FOR SIGNATORY OF THE  
APPLICATION (Attorney)**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

CNIC/Passport No. : \_\_\_\_\_ CNIC/Passport No. : \_\_\_\_\_

**WITNESSES:**

1.....  
NAME:.....

2.....  
NAME:.....

ADDRESS:  
NIC OR PASSPORT NO.

ADDRESS:  
NIC OR PASSPORT NO.:

**Notes:**

- a) In case of Consortium; To be executed by the Authorized Representative of the Lead Member of the Consortium
- b) In case of Single Applicant Firm; To be executed by:
  - i. Partners in case of a Partnership Firm; or
  - ii. Chairman Board of Directors in case of a Company.
- c) In the case of a Pakistani Executor or Attorney, a copy of his/her Computerized National Identity Card (“CNIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Executor or Attorney, a copy of his/her passport should be attached.
- d) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- e) Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- f) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. Once the original Power of Attorney has been brought into Pakistan, adhesive stamps are to be affixed on the same.

.....AS                      **NOTARIZED                      BY                      THE                      NOTARY**  
**PUBLIC**\_\_\_\_\_



## ANNEXURE-III

### **Power of Attorney**

#### **(Authorized Representative of Each Member of Consortium)**

[To be printed on a PKR 1000/- stamp paper]

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

- i. To form a Consortium with other firms to participate in the EOI/Tender/Bid of pre-qualification for “**POTASH FERTILIZER SUPPLIERS FOR PASTING OF E-VOUCHERS ON FERTILIZERS BAGS**”, in response to the EoI advertisement dated \_\_\_\_\_] issued by the Procuring Agency and all other documents and instruments in relation thereto.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by The Procuring Agency in connection with the tender process as a whole (including EOI, RFP, Bid etc.);
- iv. to immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein),attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

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

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

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

**FOR: [INSERT NAME OF APPLICANT FIRM]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC/Passport No. : \_\_\_\_\_

**FOR AUTHORIZED REPRESENTATIVE (Attorney)**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
CNIC/Passport No. : \_\_\_\_\_

**WITNESSES:**

1.....  
NAME:.....

2.....  
NAME:.....

ADDRESS:

ADDRESS:

NIC OR PASSPORT NO.:

NIC OR PASSPORT NO.:

**Notes:**

- i. To be separately executed by every Member of the Consortium
- ii. The Executant(s) shall be:
  - a. Partners in case of a Partnership Firm; or
  - b. Chairman Board of Directors in case of a Company.
- iii. In the case of a Pakistani Executor or Attorney, a copy of his/her Computerized National Identity Card (“CNIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Executor or Attorney, a copy of his/her passport should be attached.
- iv. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- v. Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- vi. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. Once the original Power of Attorney has been brought into Pakistan, adhesive stamps are to be affixed on the same.

.....

**AS NOTARIZED BY THE NOTARY PUBLIC**

**ANNEXURE IV**

**Litigation History**

**NAME: ()**

<b>Year</b>	<b>Award FOR or Against Applicant</b>	<b>Name of Client, Cause of litigation and matter in dispute</b>	<b>Disputed amount (Current value in Pakistani Rs. or US\$ equivalent)</b>

Note:

- i. Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- ii. Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last 03 years or currently under execution. A separate sheet should be used for each partner of Consortium.



**Affidavit for Correctness of Information**

**Name: ()**

I, the undersigned, do hereby certify that all the statements made in the EOI and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency for **“POTASH FERTILIZER SUPPLIERS FOR PASTING OF E-VOUCHERS ON FERTILIZERS BAGS”**.”Agriculture Department (GoPb)), at any time, if deems it necessary.

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

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

*Signed by an authorized representative*

Title of Officer Name of Firm:

Date:

## ANNEXURE VI

### Specifications for E- Vouchers

<u>SECURITY FEATURES</u>	<u>NATURE</u>
1. Color shift ink-changes color when viewed at different angles	Overt
2. Dual light polarization-seen through validator	Semi Covert
3. Die cut marks-peel off resistant	Overt
4. Serial numbers	Overt
5. Hidden random numbers-visible after scratching (Provided by PITB/TECHNOLOGY PARTNER)	Covert
6. Short code-for SMS verification	Overt
7. Size	70-80mm* 40-45mm
8. Font Size 12 (Time New Romans)	Covert



- Bag weight equal to 50kg.

Authentication of above information on the basis of tangible records, invoices, dealer's requests through draft number, Sale tax records, movement records from import destination to country and then to stores, SAP record with verification from senior management with right of counter verification

(Name of & Signature of Authorized Person  
With Stamp)  
Designation