

Individual Consultancy Services required in
“Planning and Evaluation Cell (P&E Cell)”
Agriculture Department, Government of the Punjab.

Background

Financial Consultant for E-Credit Scheme will assist in strategy development and implementation for improvement in finance division's work. Financial Consultant's role encompasses innovative product development strategy and consultative workshops to broaden the scope of E-Credits Scheme as well as dealing with day to day operations, technological module development and data collection and analysis work. The job role in addition to building meaningful partnerships also include identification of loopholes & recommendation of risk aversions, cost savings along with to coordination with different wings of Agriculture Department in planning and implementation and communications of control regimes related discussion at different forums.

Duration

The services of Financial Consultant will be hired for the period of **Six (6) months** through competitive process:

Application Instructions

- The hiring of consultants will be made strictly on merit bases in accordance with the Punjab Public Procurement Rules-2014 and selection criteria.
- Detailed Terms of Reference (TORs), qualification and experience detail, application are available at www.agripunjab.gov.pk/jobs.
- Only short listed candidates will be called for interview. No TA/DA shall be paid for appearing in the interview.
- The applicant should clearly indicate the position applied for on one side of envelop along with Curriculum Vitae (CV) and attested copies of all relevant documents, CNIC/Certificates/Degrees, Experience Certificates. Late and incomplete applications will not be considered.
- The applications must be reached on or before **June 05, 2021, 10:00 AM** in the office of Chief, Planning and Evaluation Cell, 251 Rewaz Garden, Lahore and will be opened on same day at 10:30 AM.

Terms of Reference for Financial Consultant

- Reconciliation of subsidy claims / uploading of data of different PFIs / MFIs on PITB Portal.
- Verification of markup subsidy to different PFIs / MFIs from the audit firms.
- Liaison with PLRA for Registration of Farmers.

- Develop strategies for improvement in financial management and planning of E-Credit Scheme in close collaboration with the senior officials of PFIs / MFIs.
- Support external auditors by coordinating information requirements.
- Provide financial information by collecting, analyzing and summarizing data and trends.
- Carryout any additional task assigned by Project manager of E-Credit Scheme.
- Financial impact of E-Credit Scheme.

Qualification, experience requirements

- Qualified Chartered Accountant (CA, ACCA, Masters in Finance or equivalent)
- More than 08 years of experience including financial management, financial analysis, financial reporting roles with reputable local or international firms / organizations
- Development sector experience will be an added advantage

Evaluated Criteria:

| Criteria/Competencies | | Maximum Points | Points Gained | | |
|---|--------------------------------|-----------------------|-----------------------------|---------------------------------|--|
| Academic qualification | | 15 | | | |
| Working Experience. | | 15 | | | |
| Demonstrated analytical and writing experience. | | 10 | | | |
| Communication and report writing Skills | | 10 | | | |
| Financial capability | | 10 | | | |
| Approach and methodology | | 15 | | | |
| Quality of management | | 10 | | | |
| Creativity/ Out of box thinking | | 15 | | | |
| Total | | 100 | | | |
| Weak: Below 70% | Satisfactory: 70% - 75% | Good: 76% -85% | Very Good: 86% - 95% | Out Standing: 96% - 100% | |
| | | | | | |

Contract Form

Contract for the Provision of Consultancy Services

Between

**Chief, Planning and Evaluation Cell (P&E Cell), Agriculture Department,
Government of the Punjab.**

(Herein referred to as "Chief P&E Cell")

Having its Office at: 251 Rewaz Garden, Lahore, Pakistan.

And

Mr/Ms. Consultant name, CNIC. No. 00000-0000000-0

(Herein referred to as "Consultant")

Located at: Consultant Address.

Contract Number: _____

Total Cost of the Contract PKR- _____/-

Effective Date: _____

Services Completion Date: _____

Contract Completion Date: _____

ATTACHMENTS:

Attachment 01: General Provisions

1. BACKGROUND

Financial Consultant for E-Credit Scheme will assist in strategy development and implementation for improvement in finance division's work. Financial Consultant's role encompasses innovative product development strategy and consultative workshops to broaden the scope of E-Credits Scheme as well as dealing with day to day operations, technological module development and data collection and analysis work. The job role in addition to building meaningful partnerships also include identification of loopholes & recommendation of risk aversions, cost savings along with to coordination with different wings of Agriculture Department in planning and implementation and communications of control regimes related discussion at different forums.

2. TYPE OF CONTRACT

This is an *Individual Fix Term Deliverable based Contract*.

3. Duration and Timing of Assignment

The services of the Consultant will be hired for **6 months** from -----
-----.

The Consultant shall work five (5) days a week, Monday through Friday, for a total of forty (40) hours per week, excluding an unpaid hour lunch and prayer break.

Occasionally and depending on business need, the consultant may need to work on hours and days outside the usual working days at P&E Cell.

4. Remuneration

- A. Consultant's consultancy fee for this entire contract is amounting to PKR -----
-----/- (**amount in words**) inclusive of all applicable Taxes.
- B. Payment is based on submission and approval of deliverables.
- C. The total budget for this contract shall not exceed PKR-(**total amount of the contract/-**)
- D. All payments will be subject to the applicable Government taxes.
- E. All invoices / payment requests must bear the NTN and or CNIC number. In case of tax exemption, valid Exemption Certificate must be provided.
- F. The Department of Agriculture will only pay the amount against approved deliverables.

5. SCOPE OF WORK

The responsibilities of the Financial Consultant will include but not limit to the following:

- Reconciliation of subsidy claims / uploading of data of different PFIs / MFIs on PITB Portal.
- Verification of markup subsidy to different PFIs / MFIs from the audit firms.
- Liaison with PLRA for Registration of Farmers.
- Develop strategies for improvement in financial management and planning of E-Credit Scheme in close collaboration with the senior officials of PFIs / MFIs.
- Support external auditors by coordinating information requirements.
- Provide financial information by collecting, analyzing and summarizing data and trends.
- Carryout any additional task assigned by Project manager of E-Credit Scheme.

- Financial impact of E-Credit Scheme.

6. TIMELINE OF ACTIVITIES, DELIVERABLES AND LINKED PAYMENTS

Payments will be released on the acceptance of the following deliverables by the Chief Planning and Evaluation Cell (P&E Cell) after deduction of applicable taxes. Program Consultant will provide the deliverables within the prescribed timelines; at a quality acceptable to the Client:

| Sr No. | Deliverables |
|--------|--|
| 1. | Monthly new Farmers Registration Developments report |
| 2. | Monthly Agri web loan portal development report |
| 3. | Monthly Reconciliation with PITB, PLRA and PFIs activities report |
| 4. | Monthly tracking of farmer registration, loans disbursed and other data analysis/report |
| 5. | Monthly Consultative workshops/sessions report for innovative product development for E-credits along with Agriculture Department, International Donor Agencies and/or other experts |

7. REPORTING AND DELIVERABLES

The consultant will provide services as mentioned in the Clause 5 "Scope of Work" and Clause 6 "Timeline of Activities & Deliverables" and report to Chief Planning and Evaluation Cell of Agriculture Department. The procuring Agency has the right to change/amend the Clause 5 "Scope of Work" and Clause 6 "Timeline of Activities & Deliverables".

8. PERFORMANCE

The consultant is required to fulfil the obligations mentioned in this contract unless otherwise mutually agreed in writing. If the consultant fails to complete the work as per the agreed terms and conditions, Planning and Evaluation Cell of Agriculture Department holds the right to terminate the contract and the consultant will return the advance payment within 15 days after receiving the termination notice from Planning and Evaluation Cell of Agriculture Department (if advance payment has been made)

9. DUTY STATION AND TIMING

A. Duty station will be P&E Cell office Lahore.

B. The Consultant shall work five (5) days a week, Monday through Friday, for a total of forty (40) hours per week, excluding an unpaid hour lunch and prayer break.

C. Occasionally and depending on business need, the consultant may need to work on hours and days outside the usual working days.

10. GENERAL PROVISIONS

General Provisions are attached as 'attachment 01'.

11. NOTICES

If there are any notices, queries or comments concerning the contract from either party, written notification has to be sent to the following:

For:

Chief P&E Cell

For:

Consultant name

Consultant

End of Contract

GENERAL PROVISIONS**1. Independent Organization:**

It is understood and agreed that Consultant is furnishing services to Planning and Evaluation Cell of Agriculture Department as an independent consultant, and nothing contained in the Contract between Planning and Evaluation Cell of Agriculture Department) and Consultant shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

2. WARRANTIES

I. Services so performed by you at the Planning and Evaluation Cell of Agriculture Department shall be performed in a good, timely and professional manner in accordance with all applicable standards. Services not in compliance with the preceding sentence or work product not accepted by the department shall be re-performed by you, at no additional cost to Planning and Evaluation Cell of Agriculture Department. At all times during the performance of Services as Consultant, Planning and Evaluation Cell of Agriculture Department shall have the right to inspect the work performed by you.

II. No services or product delivered by you under this offer letter shall infringe any patent, trademark, copyright or any other proprietary right of a third party.

III. You will comply with all applicable laws and regulations when performing the Services.

3. PROFESSIONAL INTEGRITY, INDEPENDENCE AND COMPLIANCE

I. Your Services shall be governed by the Professional Ethics Statement and Policies of the Government of Punjab as amended from time to time;

II. While rendering Services, you shall ensure your ability to be, and to appear to be, free of interest, whatever its actual effect, that might be regarded as being incompatible with the objectivity needed to carry out professional responsibilities with impartial judgment;

III. You shall keep the secrets of Planning and Evaluation Cell of Agriculture Department, Client and Project at all times, and shall not divulge any matters or things relating to Agriculture Department, Client and Project to any unauthorized person or utilize any secret or confidential knowledge or information acquired by Consultant.

IV. You shall not, without Agriculture department's prior written permission, disclose to anyone outside or use, either during or after the expiry or termination of this contract period, any confidential information, intellectual property and other matters or material of Agriculture Department or Client or Project, or any information or material received in confidence from third parties. Following the expiry of your tenure, you shall return on demand to Agriculture Department all such property in your possession belonging to Agriculture Department, whether or not containing confidential information, including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents.

V. You shall not disclose any information or material to any third party unless authorized by Agriculture Department. In addition, you shall not incorporate into any service or product used by Agriculture Department or Client or Project, any copyrighted materials of any third party, unless authorized in writing by Agriculture Department or the relevant third party as the case may be.

VI. You shall at all times comply and do all things necessary to comply with the rules and regulations of all governments, ensure compliance with the applicable special mandatory and other contract requirements contained in the Contract.

VII. All documents and materials including, but not limited to, reports, proposals, deliverables, data, work products, data residing on systems or premises, brochures, books, manuals, leaflets and stationery that will come in your possession during the course of this Agreement, shall always remain as Agriculture Department's property. Such documents and material shall be immediately returnable to Agriculture Department on demand or as and when this Agreement has expired or has been terminated.

4. INTELLECTUAL PROPERTY RIGHTS

Once submitted, the material under this contract shall become property of Planning and Evaluation Cell, Agriculture Department, and Government of Punjab. No document or any part thereof will be reused by the consultant without prior permission of the department.

5. TERMINATION

- I. Without prejudice to any other rights or remedies which the Agriculture Department may have, the Agriculture Department may terminate this Agreement without liability to yourself, with immediate effect if:
- II. The performance of the Services is delayed, hindered or prevented by circumstances of force majeure for a period in excess of 10 days;
- III. The Consultant is incapacitated if:
 - a) (including by reason of illness or accident) from providing the Services for an aggregate period of five (5) Working Days in any two (2) week consecutive period;
 - b) is convicted of any criminal offence (other than an offence under any road traffic legislation in Pakistan or elsewhere for which a fine or non-custodial penalty is imposed); or
 - c) is in the reasonable opinion of the Agriculture Department Consulting and/or its partner or the End Client negligent and incompetent in the performance of the Services.
- IV. Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
 - a) The other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 7 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);
 - b) An order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - c) The other party ceases, or threatens to cease, to carry on business.
 - d) The Agriculture Department shall be entitled to terminate this Agreement at any time without any written notice on the Consultant if the End Client Agreement terminates or if the funding for the Project is otherwise withdrawn or ceases.

- e) The Agriculture Department may at any time by notice in writing terminate this Agreement with immediate effect if the Consultant is in persistent breach of any of its obligations under this Agreement, whether or not such breach is capable of remedy.
- f) In any circumstances where the Agriculture Department has the right to terminate this Agreement it may instead, by serving written notice on the Consultant, opt to suspend the provision of the Services for a reasonable period and the Agriculture Department shall not be required to pay any Charges in respect of such period of suspension.
- g) On termination of this Agreement for any reason the Consultant shall immediately deliver to the Agriculture Department:
 - o All In-put Material and all copies of information and data provided by the Agriculture Department to the you for the purposes of this consultancy and the shall certify to the Agriculture Department that it has not retained any copies of In-put Material or other information or data, except for one copy which you may use for audit purposes only and subject to the confidentiality obligations; and
 - o All specifications, programs (including source codes) and other documentation comprised in the Transferred Deliverables and existing at the date of such termination, whether or not then complete and all Intellectual Property Rights in such materials shall automatically pass to the Agriculture Department.
- h) If you fail to fulfill your obligations under this offer letter, the Agriculture Department may enter your premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, you shall be solely responsible for their safe keeping.
- i) During the period between service of a notice of termination and the effective date of termination, you shall provide the Agriculture Department with all reasonable assistance and information to enable an efficient handover to a new service provider (or to the Agriculture Department).
- j) Termination of this letter, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- k) The Agriculture Department shall pay the Charges up to the effective date of termination of the contract.

6. CONFIDENTIALITY

6.1 The "Disclosing Party" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

6.2 The "Receiving Party" is the party which receives Confidential Information relating to the other party.

6.3 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

6.4 You shall ensure you are aware of confidentiality obligations under this Agreement.

6.5 In the event that you fail to comply with this Article 15, Agriculture Department reserves the right to terminate this Agreement by notice in writing with immediate effect.

6.6 The provisions under this Article 15 are without prejudice to the application of the Official Secrets Act 1923 (Pakistan) to any Confidential Information.

6.7 You acknowledge that Agriculture Department is subject to the Information Disclosure Requirements and shall assist and co-operate with the Agriculture Department.

6.8 Where you receive a Request for Information, you shall:

- As soon as reasonably practicable after receipt and in any event within five Working Days of receipt, forward the Request for Information to the Agriculture Department; and
- Provide all necessary assistance as reasonably requested by the Agriculture Department to enable the Agriculture Department to respond to any obligation under applicable law in this regard.
- You acknowledge that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Agriculture Department may nevertheless be obliged to disclose Confidential Information in accordance with the Information Disclosure Requirements or where such Confidential Information has entered the public domain or been treated by you as non-confidential since the date when it was disclosed to the Agriculture Department.

7. TRANSFERRED DELIVERABLES

For the purposes of this agreement, the following shall be "Transferred Deliverables": All reports and Data including maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by you in the performance of contract. You shall, upon completion of this tenure, deliver all such documents and data to Agriculture Department. You may not retain copies of such documents and data and shall not use them for purposes unrelated to this Agreement without the prior written consent of Agriculture Department.

8. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable laws, ordinances, rules and regulations of Federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

9. Inspection/Acceptance:

The Consultant shall tender for acceptance only items that conform to the requirements of the Contract. Planning and Evaluation Cell of Agriculture Department reserves the right to reject or revoke acceptance of any non-conforming items, and to inspect or test any supplies or services tendered for acceptance. Planning and Evaluation Cell of Agriculture Department may require repair or replacement of nonconforming items or re-performance of nonconforming services at no increase in contract price.

10. Modifications:

The scope of work and other terms and conditions contained in the Contract shall not be added to, modified, superseded or otherwise changed except by a writing signed by Planning and Evaluation Cell of Agriculture Department. In no event shall Planning and Evaluation Cell of Agriculture Department be liable to the consultant for payment for any extra work the consultant performs in addition to that required under the Scope of Work herein unless the consultant performs such work by written modification of the contract by the Chief Planning and Evaluation Cell of Agriculture Department and unless the contract is amended

accordingly. No Officer, Director, employee or agent of Chief is authorized to direct any extra work by oral order.

11. Force Majeure:

The Consultant shall not be liable for forfeiture of its Performance Guaranty or termination/blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of nature or an event beyond the control of the Consultant and not involving the Consultant's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Consultant shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order/scope of work under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

In the event that performance of this Contract in the reasonable opinion of either party is made impossible by *force majeure*, then either party shall so notify the other in writing and Director General Agriculture (Ext & AR) shall either (a) terminate the Contract or (b) authorize the Consultant to complete performance of the Contract with such adjustments as are required by the existence of the *force majeure* and are agreed upon by the Parties.

12. Entire Agreement:

This agreement document and all its attachments incorporated therein represents and constitutes the entire Agreement between parties, and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each party may amend this Agreement.

13. Controlling Laws:

This contract shall be governed and construed in accordance with the Laws of Islamic Republic of Pakistan.

For P&E Cell

Consultant