

EXPRESSION OF INTEREST

Procurement of Consultancy Services for Transfer of Assets of

EXIM Bank of Pakistan Limited

Tender ID: EXIM/TDRS/Finance/2022/07

1. EXIM Bank of Pakistan Limited has been established by the Government of Pakistan with an objective to promote, expand and provide diversification of the Export base at Pakistan and to encourage businesses by providing financial instruments/facilities to work on Import substitution products etc.
2. The Bank is desirous to obtain proposals for provision of advisory services related to accounting, tax, Legal process and procedure for transfer of rights, powers, authorities, properties, assets and liabilities/ obligation and related consultancy pertaining to assistance in implementation plan from Chartered Accountant, legal and Management Consultant firms.
3. EXIM Bank invites proposals at sealed envelope from Bidder/Consultants registered with FBR for the Sales and Income Tax & must be in an Active Taxpayer list (verifiable through ATL).
4. A Single Stage, Two Envelope procedure shall be adopted as per Rule 36 (b) of the Public Procurement Rules, 2004 ("Rules").
5. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal.
6. Bids/proposal shall be valid for period of 90 days
7. A complete set of Bidding Documents can be downloaded by interested Bidder/Consultants from PPRA website (<http://www.ppra.org.pk/>).
8. Last date for submission of the proposal will be **18th July 2022 by 11:00 AM** and will be opened on the same day at **11:30 AM** in the presence of Bidder/Consultants and/or their authorized representatives who wish to attend in the office of undersigned.

Designation: Manager Admin & Procurement
Exim Bank of Pakistan Limited
Office 510-512, 5th Floor, Evacuee Trust Complex,
F-5/1, Islamabad, Pakistan
Email: Munib.Aslam@eximbank.gov.pk



Request for Proposal

Procurement of Consultancy Services for Transfer of Assets of EXIM Bank of Pakistan
Limited

Tender ID: EXIM/TDRS/Finance/2022/07

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1. LETTER FOR INVITATION

The Government of Pakistan (“GoP”) has established the EXIM Bank of Pakistan Limited (“EXIM Bank”) with an objective to promote, expand and diversify the export base of the country by providing Export Credit insurance Lending facilities etc. for setting up export oriented and import substitution projects. The EXIM Bank will also provide guarantees, insurance, financing and other supporting services.

Exim Bank invites proposals in sealed envelope from capable Companies, which are registered with FBR for Sales and Income Tax purposes and are on Active Taxpayer List (ATL), for provision of consultancy services for the EXIM Bank of Pakistan Limited located at 5th floor of Evacuee Trust Complex, Sector F-5/1, and Islamabad.

The Bank is desirous to obtain proposals for provision services to supervise, provide advisory, assist in implementation of transformation from limited company to statutory organization and provide accounting, tax, Legal process and procedure for transfer of rights, powers, authorities, properties, assets and liabilities/ obligation and related advisory and management consulting services from Chartered Accountant and Management Consultant firms.

2. INSTRUCTIONS TO CONSULTANTS

ITC-1. BIDDING PROCESS:

- a. An open competitive and transparent bidding process in accordance with Public Procurement Rules, 2004 (“Rules”) shall be adopted.
- b. A Single Stage, Two Envelope procedure shall be adopted as per Rule 36 (b) of Rules.
- c. The bid shall comprise of a single package containing two separate proposals comprising of both technical and financial proposals.
- d. The proposals shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- e. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- f. The sealed envelope marked as “FINANCIAL PROPOSAL” shall be retained in custody of EXIM Bank of Pakistan without being opened.
- g. EXIM Bank shall evaluate the submitted technical proposals in accordance with eligibility, qualification and evaluation criteria along with scope of work / terms of reference of this document without reference to the price.
- h. After evaluation and approval of the technical proposals, the financial proposals of the technically responsive (qualified) Bidder/Consultant (s) will be opened at a time, date and venue announced and communicated to Bidder/Consultants in advance.
- i. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidder/Consultant (s).
- j. The method of selection of consultant will be the Rule 3-C i.e. Least Cost based of the PPRA Consultancy Service Regulations 2010.
- k. The bid/proposal found to be the most advantageous bid shall be accepted and shall be awarded lump sum contract to most advantageous consultant.

ITC-2. GENERAL CONDITIONS:

- a. The Bidder/Consultant will be selected after an open, competitive and transparent bidding process in view of Rule 20 of the Rules.
- b. Proposals shall be submitted in English/Urdu language as per Rule 06 of the Rules.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- d. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder/Consultant. The representative's authorization shall be confirmed by letter of authorization at an official letter head accompanying the proposal.
- e. For seeking clarification on any instruction contained in this BIDDING DOCUMENT, the Bidder/Consultant may send a written request before (05) days of deadline fixed for submission of proposals herein.
- f. All clarifications will be communicated to the Bidder/Consultants through an e-mail (munib.aslam@eximbank.gov.pk).
- g. EXIM BANK may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- h. The Bidders/Consultants shall bear all costs associated with the preparation and submission of their respective bids and EXIM BANK will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- i. Bidders/Consultants are under an obligation to read and understand complete information as provided herein package/bid documents, EXIM BANK will not be responsible to entertain any claim which may arise due to misunderstanding anything on the part of the Bidder/Consultant to comprehend the requirements provided herein.
- j. Bids not confirming to the above guidelines, or not adhering to other requirements as stated below, may be rejected by EXIM BANK at its sole discretion.

ITC-3. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS:

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any overwriting.
- b. Hard Copy of Technical and Financial proposal shall be submitted in separate envelopes along with soft copy of proposals in password protected USB.
- c. Last date for submission of the technical & financial proposals shall be 18th July, 2022 by 11:00 AM and will be opened on the same day at 11:30 AM in the presence of Bidder/Consultants and/or their authorized representatives who wish to attend in the office of undersigned.

Manager Admin & Procurement
Exim Bank of Pakistan Limited
Office 510-512, 5th Floor, Evacuee Trust Complex,
F-5/1, Islamabad, Pakistan
Email: Munib.Aslam@eximbank.gov.pk

ITC-4. ELIGIBILITY & QUALIFICATION CRITERIA:

Bidders/Consultants must give compliance to the below mentioned clauses as these are mandatory for eligibility of the bidding process.

- a. Bidder/Consultant(s) shall be Chartered Accountant duly registered with Institute of Chartered Accountants of Pakistan and included within **Category A** of the List of auditors maintained by the State Bank of Pakistan and legal & Management Consultant firms.
- b. Bidder/Consultant (s) must have a minimum of ten (10) years of relevant working experience at national level from the date of registration with concerned authorities for provision of similar deployments and services.
- c. Copy of following registration documents with relevant authorities.

In case of Firm	1. Form-C issued by Registrar of Firms / partnership deed. 2. Valid NTN Number & STRN details (verifiable through FBR portal)
In case of Company / limited liability partnership	3. SECP certificate issued by SECP 4. Valid NTN Number & STRN details (verifiable through FBR portal)

- d. The Bidder/Consultant (s) must be able to support EXIM at its Head Office in Islamabad.
- e. The Bidder/Consultant shall provide an undertaking on letter head that it has not been blacklisted by any Government/Semi Government institution(s) as per specimen attached as Annexure-D.
- f. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal as mentioned at Annexure-I.
- g. Joint ventures and consortiums are not eligible for this bidding process.
- h. Bidder/Consultant must be registered with FBR for Income and Sales tax and must be on Active Taxpayers List (ATL) of FBR as on the date of bid submission and onward throughout the project tenure in compliance with Eligible Bidder/Consultants criteria (Tax Compliance) Regulations, 2015. Only those Bidder/Consultants who are on Active Taxpayers List (ATL) of FBR shall be eligible to participate.
- i. The Bidder/Consultant shall quote only a single proposal; otherwise the proposal will be rejected for being non-compliant to this requirement.
- j. EXIM BANK shall not entertain incomplete or partial bids.

ITC-5. EVALUATION CRITERIA:

- a. EXIM Bank will evaluate the proposals based on their compliance and responsiveness to the Request for Proposal Eligibility & Qualification Criteria, Scope of Work / Terms of Reference and Evaluation Criteria as specified below.
- b. The Bidder/Consultant who does not comply with Eligibility & Qualification criteria as mentioned in ITC-4 shall not be eligible for marking and awarding score as mentioned herein.

- c. Any misrepresentation by the Bidder/Consultant will lead to direct disqualification.
- d. A proposal shall be rejected during technical evaluation if it does not comply with the BIDDING DOCUMENT, Eligibility & Qualification Criteria, Scope of Work / Terms of Reference or if it fails to achieve the minimum score of 70 marks out of 100 marks as indicated below:

Evaluation Criteria		
S/No	Description	Marks /Weight
1	Audit of financial statements of Banks and DFI in Pakistan (last five years) <u>30 Marks:</u> 5 Banks or DFIs or Public Limited Companies <u>20 Marks:</u> 3 Banks or DFIs or Public Limited Companies <u>10 Marks:</u> 2 Banks or DFIs or Public Limited Companies	30
2	Experience of similar engagements (i.e., accounting valuation and Management advisory) <u>30 Marks:</u> 5 assignments including 2 with Banks or DFIs or Public Limited Companies <u>20 Marks:</u> 3 assignments including 1 with Bank or DFI or Public Limited Companies <u>10 Marks:</u> 1 assignment including 1 with Bank or DFI or Public Limited Companies	30
3	Assigned resources <u>20 Marks:</u> Lead Accounting, taxation, valuation, mergers/ dissolution, of related nature partner/s with experience of 5 assignments including 2 with Banks or DFIs or Public Limited Companies in last five years <u>10 Marks:</u> Lead Accounting, taxation of similar nature valuation partner/s with experience of 5 assignments including 1 with Bank or DFI or Public Limited Companies in last five years <u>10 Marks:</u> Legal resource with 10 years of experience corporate, merger, banks & FIs, Public Limited Companies, contract management and related activities <u>05 Marks:</u> Legal resource with 05 years of experience corporate, merger, banks & FIs, Public Limited Companies contract management and related activities	30
4	Office in Islamabad with presence of one of the partners	10
Total Marks		100
Minimum Score Required to Qualify		75

ITC-6. TECHNICAL PROPOSAL:

The Technical proposal shall be clearly marked with the following: -

“TECHNICAL PROPOSAL”

The technical proposal shall include;

- a. A covering letter (specimen attached as Annexure-A) from the head of Firm or from an authorized representative of the applicant entailing the technical and other specification of the application as required in the SoW/ToRs.
- b. A technical proposal covering all aspect of RFP DOCUMENT.
- c. The following documents will be provided as part of the technical proposal:
 - i. Brief description and profile of the Firm
 - ii. All documents mentioned in this bidding document shall be attached with technical proposal.
- d. Compliance by the Bidder/Consultant against each clause and sub-clause of this RFP DOCUMENT inclusive of Annexures. Evidence of this compliance will be provided by the Bidder/Consultant by way of signing & stamping each page of BIDDING DOCUMENT & Annexures with a statement that all the clauses and sub-clauses on that page is fully compliant by the Bidder/Consultant (s).
- e. Additional Information (If Any)

ITC-7. FINANCIAL PROPOSAL:

The Bidder/Consultant shall submit Financial Proposals in separate sealed envelope. Envelop shall be clearly marked with the following:-

“FINANCIAL PROPOSAL” “Do Not Open with the Technical Proposal”

The Financial Proposal shall include the following;

- a. A lump sum cost with all applicable taxes as per following specimen shall be provided with Financial Proposal.

Sr no	Description	Total Cost without taxes	All applicable Taxes	Total Cost including all applicable taxes
1	Consultancy Fee for transfer of Assets			

- b. In case of any arithmetic error in Financial Proposal, errors shall be rationalized under the guidelines of PPRA.
- c. Bid Validity: The proposal must remain valid for a period of 90 days after the submission date.
- d. All payments will be subject to the active taxpayer status of the Bidder/Consultant at the time of release of payment. If Bidder/Consultant’s status is not active in ATL (Sales Tax); the payments will be stopped till their status becomes active on ATL (Sales Tax) of FBR.
- e. Taxes will be deducted at the time of the payment as per applicable tax rates prevailing at the time of payment.

- f. Bidder/Consultant shall mention the amount in financial proposal/Quotations, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.
- g. EXIM bank will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder/Consultant. However, any change in sales tax in the prevailing tax regime will be adjusted and will be borne by the EXIM. In case the Bidder/Consultant does not identify inclusion of applicable taxes or duties in the proposal, it shall be assumed that the quoted price is inclusive of all applicable taxes and duties.

ITC-8. DELIVERY OF SERVICES:

- a. Service Provider shall render its services at 5th floor of Evacuee Trust Complex, F-5/1, Islamabad (Head Quarter of EXIM Bank Pakistan).
- b. In case of non-conformity of the required services or non-provision of desired services, EXIM BANK shall have a right to impose liquidity damages or may terminate contract on account of continues breach of service agreement and may seek legal remedies available under law.
- c. The consultancy services shall be completed in four (04) weeks after award of contract. However, the said period may be extended at the sole discretion of EXIM BANK if the circumstances require the same.

ITC-9. LIQUIDATED DAMAGES:

- a. Failure of the Bidder/Consultant to deliver the services within four (04) weeks (except in force majeure conditions) shall entitle the EXIM BANK to deduct from the Contract Price, the Liquidated Damages as mentioned below.
- b. In case the Bidder/Consultant fails to deliver any part or portion of the application/services within four (04) weeks, then Liquidated Damages at the rate of [0.7%] of the total price of contract per day for each day delayed beyond the actual date of delivery, shall be imposed on the Bidder/Consultant. Provided that the Bidder/Consultant's maximum liability in respect of payment of Liquidated Damages under this clause shall not in any case be an amount more than fifteen [15%] percent of the total price of the contract.
- c. In case full delivery delay exceeds two (02) weeks beyond the four (04) weeks specified for delivery, EXIM BANK OF PAKISTAN LIMITED may terminate the contract after deduction of the Liquidated Damages and shall be entitled to en-cash the Performance Guarantee.
- d. EXIM Bank will have right either to enforce Liquidated damages or forthwith termination in case of failure to perform under clause ITB-8 (c) or failure to perform any conditions as contained herein including but are not limited to satisfactory required services.

ITC-10. BID SECURITY / PERFORMANCE GUARANTEE:

- a. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal as mentioned at Annexure-I.
- b. Performance Guarantee (PG) equivalent to [10%] of the signed contract value in shape of Bank Guarantee will be submitted by the successful Bidder/Consultant, which is mandatory requirement and the same is required to be provided as per specimen attached as Annexure-F. (In case of non-submission of PG within the stipulated time as to be mentioned in Letter of Intent (LoI), EXIM BANK will cancel the LOI and initiate the process to award the

contract to the next lowest evaluated Bidder/Consultant and the Bid security will be forfeited in favour of EXIM Bank.

- c. Performance Guarantee submitted by successful Bidder/Consultant will be valid for a period of two (02) months or for any other extended period, in case of delay in delivery.
- d. Performance Guarantee(s) will be released after issuance of Final Acceptance Certificate.

ITC-11. AWARD OF CONTRACT:

- a. Technically Responsive (Qualified) Bidder/Consultant with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the lump sum contract, within the original or extended period of bid validity.
- b. Successful Bidder/Consultant will be issued Letter of Intent (LoI) and he shall be required to submit Letter of Acceptance (LoA). Upon submission of LoA by the Successful Bidder/Consultant a formal contract will be signed, failing which EXIM BANK may offer LOI to the next lowest evaluated Bidder/Consultant and proceed accordingly.
- c. The Bidder/Consultant, to whom LoI has been issued, will have to submit the performance guarantee within prescribed time in LoI.
- d. Integrity Pact as per Rule 07 of PPRA Rules shall be submitted by successful Bidder/Consultant (if required) in a specimen attached as Annexure-G.
- e. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the contract will be signed with successful Bidder/Consultant within minimum possible time failing which EXIM BANK will recall LOI may offer other LOI to the next lowest evaluated Bidder/Consultant and proceed accordingly.
- f. The EXIM Bank may, at any time, by written notice , alter, amend, omit, Increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

ITC-12. PAYMENT TERMS:

100% payment shall be made after delivery of consultancy services as per ToRs / deliverables.

3. BIDDER/CONSULTANT (S) CONDUCT:

EXIM BANK OF PAKISTAN LIMITED requires that Applicants, Bidder/Consultants, Suppliers and Contractors must observe the highest standard of ethics and professional conduct during the procurement and execution of project work. In pursuit of this policy, the EXIM BANK OF PAKISTAN LIMITED:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- b. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value (tangible or favour) to influence improperly the actions of another party.
- c. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- d. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- e. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- f. "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXIM BANK OF PAKISTAN LIMITED investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

EXIM BANK OF PAKISTAN LIMITED will reject a proposal for award of contract if it determines that the Applicant recommended for award of contract has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the bidding in question.

4. Bid Data Sheet:

#	Description	EXAMPLE: To be filled by Bidder/Consultant (s)	To be filled by Bidder/Consultant (s)	Remarks
1	Name of Firm	To be filled		
2	Authorize representative name	To be filled		
3	Authority Letter Attached	Yes / No		
4	Contact no.	To be filled		
5	Email Address	To be filled		
6	Address (Islamabad)	To be filled		
7	FBR NTN no	To be filled		
9	NTN Certificate attached	Yes / No		
8	Date of registration as per Form-C / Partnership deed	To be filled		
10	Form-C / Partnership deed	Yes / No		
11	Profile of Firm Attached	Yes / No		
12	RFP document compliance attached	Yes / No		
13	Annex-A attached (Cover letter)	Yes / No		
14	Annex-B attached (Similar projects)	Yes / No		
15	Annex-C attached (Resume Format)	Yes / No		
16	Annex-D attached (Blacklisting undertaking)	Yes / No		
17	Annex-E attached (Conflict of interest)	Yes / No		
18	Annex-I attached (Bid Securing Declaration Form)			

5. Scope of Work (SoW) / Terms of Reference (TORs):

Background: EXIM Bank of Pakistan Limited was incorporated on June 11, 2015. Subsequently Government of Pakistan notified, EXIM Bank of Pakistan as a Development Financial Institution (DFI) under the provisions of the Section 3A of the Banking Company Ordinance 1962.

Currently the proposed Act of the Export-Import Bank of Pakistan Act, 2022 (the Act) is being under approval of the Parliament.

Dissolution and transfer of assets of EXIM Bank of Pakistan Limited: Under Section 5 of the Proposed Act, the Federal Government shall, by an order published in the Official Gazette, transfer to the Bank the whole of the undertaking of the existing EXIM Bank of Pakistan Limited. The scope and mechanism of such transfer has been included in sub-section 2 of section 5 of the Act, as reproduced below:

- (2) The order under sub-section (1) shall provide for—
- (a) that all the assets, rights, powers, authorities, privileges and all properties, movable and immovable, cash and bank balances, reserve funds, investments and all other interests and rights in, or arising out of such properties and all, or part of, debts, liabilities and obligations of whatever kind of the existing Export-Import Bank of Pakistan Limited subsisting immediately before the date of the order shall stand transferred to and vest in the Bank;
 - (b) that all the contracts entered into, or the rights, licences, approvals and consents acquired and all matters and things engaged to be done by, with or for the existing Export-Import Bank of Pakistan Limited before the date of the order shall be deemed to have been incurred, entered into, acquired or engaged to be done by, with or for the Bank, as the case may be;
 - (c) that all suits and other legal proceedings instituted by or against the existing Export-Import Bank of Pakistan Limited before the date of the order shall be deemed to be suits and proceedings instituted by or against the Bank as the case may be and be dealt with accordingly; and

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- (d) that the continuance of the services of all the permanent employees (excluding personnel on secondment, deputation or probation) of the EXIM Bank of Pakistan Limited in the Bank on not less favorable than the existing terms and conditions of their services, rights and privileges and other matters as were applicable to them before the date of the order.

Request for proposal: The Bank is desirous to obtain proposals for supervising merger/ transfer of limited company into statutory corporation and in this regard to provide services of **Accounting, tax, Legal process and procedure for transfer of rights, powers, authorities, properties, assets and liabilities/ obligation and related advisory and assistance in implementation services** from Chartered Accountant Legal and Management Consultant firms, duly registered with Institute of Chartered Accountants of Pakistan and included within **Category A of the List of auditors maintained by the State Bank of Pakistan** and assisted by legal consultant/s.

Professional fees: The bidder firms are required to quote lump sum cost / professional fees for all elements of scope of services listed below. Such professional fees will be **inclusion of all out-of-pocket expenses and taxes. The out-of-pocket expense are restricted up to 10% of the quoted fee.**

Scope of services: The scope of services will consist of advice and conclusion in form of a concept paper on following elements:

1. **Accounting:** Under the approved accounting and reporting standards, as applicable in Pakistan:
 - a. An accounting paper on initial recognition and measurement of the transfer of whole of the undertaking of the existing EXIM Bank of Pakistan Limited, in the financial statements of the Bank.
 - b. Accounting entries for above-mentioned transaction, **with illustrative figures only and subsequently complete transaction of the said transaction.**
 - c. Draft disclosure in first financial statements of the Bank, after the above-mentioned transfer, relating to such transfer.

2. **Taxation:** Under the applicable federal and provincial laws:
 - a. Most advantageous structure/ mechanism, to minimize burden of direct/ indirect tax and other levies, from the prospective of the Bank, EXIM Bank of Pakistan Limited and their shareholders.
 - b. Calculation of the above-mentioned burden.
 - c. Accounting entries.

3. **Valuation:** on the basis of advice in section (a) above, as and if required:
 - a. Fair valuation of financial assets, financial liabilities, and other non-financial assets & liabilities (excluding Tangible or Non-Tangible Fixed Assets), in accordance with applicable Accounting Standards, on the basis of reasonable estimates and judgements agreed with management of the Bank & as per the direction of the Federal Government from time to time.
 - b. Assessment of methods used for fair valuation of tangible or intangible fixed assets, by the Bank or any other expert hired by the Bank or as per the directions of the Federal Government, to in accordance with applicable Accounting Standards.

4. **Management:** Under SBP Regulatory framework and other applicable laws and regulations
 - a. To oversee the transformation of public limited company into statutory corporation
 - b. Identify and devise process and procedure for transfer of rights, powers and obligation in various contracts, licenses.
 - c. Identify and devise transfer/ vesting of powers, authorities, procedural review for operation of newly established corporation.
 - d. Work in collaboration with Legal Department/ Consultants for review of existing policies of bank to comply with the conversion of entity.
 - e. Prepare and implement a Gantt chart for all the steps from dissolution of limited company to incorporation of Corporation.

5. **Legal:**
 - a. Identification of Steps required for dissolution of the company including but not limited to Corporate decisions/ resolutions relevant return filing with SECP and execute/ supervise implementation
 - b. Identification of contracts, obligations, licenses, approvals, leases, ownerships and devising mode of transfer of rights and obligation to statutory corporation
 - c. Identification of mandatory filing list for the statutory corporation
 - d. Identification, intimation and prepare pleading in for and against cases before court of law, if required.
 - e. Keeping in view specific nature/ laws/ practices regarding statutory corporation the review, evaluation, and identification of GAPS of policies with corrective action plan.
 - f. Keeping in view the proposed Act formation of organization structure, Board composition review, advise and assist in implementing, requirement of regulation/ rules, document of empowerment etc
 - g. Any other steps/ actions required for the merger/ dissolution/ start of operation of statutory corporation

6. **Scope limitation:**
 - a. The Chartered Accountant & Management Consultant firm will not be required, as part of this assignment, to represent the Bank in any legal or tax forum.

- b. The Chartered Accountant firm may rely upon the legal assessment of the Bank regarding whether the local corporate law require transactions to be carried out at fair value/ arm's length basis.
- c. The Chartered Accountant firm will not be required to perform any decision making function and the Bank will decide whether or not to adopt advice/assistance of the Chartered Accountant firm.

6. ANNEXURES:

ANNEXURE "A" – COVER & AUTHORITY LETTER

Date:.....

To,

Head of Procurement Committee,
EXIM Bank of Pakistan Limited,
Islamabad

Dear Sir,

1. I/we, the undersigned, being duly authorized Mr. / Ms. and act on behalf of (hereinafter "the Applicant") have reviewed and fully understood all the clauses of BIDDING DOCUMENT provided by EXIM Bank of Pakistan.
2. EXIM Bank and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. EXIM Bank and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

ANNEXURE "B" - REFERENCE OF LAST PROJECTS OF SIMILAR NATURE

Name of Bidder/Consultant: _____

Name of Organization and Address:	
Name and Title of Point of Contact: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location where project services were performed:	
Contract Value:	
Reasons for Termination (if applicable):	
Description of Products & Services and their relevance to the requirements under this document	

ANNEXURE "C" – RESUME

Name of Personnel:	
Title:	
Years with Company / Organization:	Country/City of Residency:
<u>Education/Qualifications:</u> (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees, certification, professional qualifications obtained.)	
<u>Employment Record:</u> (Starting with present position, list in reverse order, relevant employment experience. For the last ten (10) years, give dates, names of employing organization, title of positions held and location of employment.)	
<u>Experience:</u> (For experience in last five (5) years, detail the types of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.)	

ANNEXURE "D" – BLACKLISTING UNDERTAKING

I ----- son of ----- CNIC ----- resident of ----- working with _____ as _____ and being an authorized representative and authority to sign off this undertaking do hereby solemnly affirm and declare that we have participated in the tender for provision of procurement of having Tender # We further declare that the Company/Firm namely has never been blacklisted from Government/Semi-government organizations.

Further declare that the contents of above-mentioned undertaking is true and correct to the best of our knowledge and belief and nothing has been concealed there from.

Deponent _____

ANNEXURE “E” - CONFLICT OF INTEREST

1. Confirm that your firm/organization is not having any potential or existing conflict of interest with Exim Bank of Pakistan Limited:

Confirm

Yes _____; No _____

2. Confirm that your firm has disclosed any actual or perceived conflict of interest situation/condition:

Confirm

Yes _____; No _____

3. Confirm that in case a potential or existing conflict of interest is identified, your firm shall not be allowed to participate further in the procurement process:

Confirm

Yes _____; No _____

Name _____

Designation _____

Signature& Stamp _____

Date _____

ANNEXURE "F" – FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____ Executed on _____
_____ Expiry
date _____

[Letter by the Guarantor to the Employer]

Name of the Guarantor Bank with address: _____

Name of Principal (Contractor) with address: _____

_____ Penal Sum of Security
(express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents, Letter of Acceptance and agreement/Contract thereof (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the EXIM BANK OF PAKISTAN LIMITED (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for tender of procurement of and to provide the goods and services required with references, extension & undertaking thereon.

NOW THEREFORE, if the Contractor as per sole judgment of the Principal shall truly perform and fulfill all the obligations, representations, undertakings, covenants, terms and conditions of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived off then, this obligation to be void; otherwise to remain in full force up till all requirements of the Defects Liability, of the Contract are fulfilled by principal.

Our (Guarantor) total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us (Guarantor) within the validity period of this Guarantee, failing which we (Guarantor) shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), comprehended well the right of the Employer to terminate its contractual relationships with the Principal upon any of the default/failure events covered in Documents as per its sole judgment and invoke payment clause guaranteed herein hence, we hereby waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer within three working days without delay, and without recourse to Principal, upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above and simply on written declaration that Principal has failed or defaulted to perform its obligations under Documents and guaranteed amount herein will be effected to Employer's designated Bank & Account Number forthwith and without any reference to the Principal or any other person.

The Bank (Guarantor) undertakes not to revoke this guarantee during its currency without prior consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till....*days/month/year+ whichever is earlier.

IN WITNESS WHEREOF, the Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

_____ Corporate
Secretary (Seal)

2. _____

Name, Title & Address

Guarantor

(Bank) Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

ANNEXURE “G” – INTEGRITY PACT:

Contract No. _____

Dated _____, 2022

Contract Value: -

Contract Title: _____ for the Head office of Exim Bank at 5th Floor
Evacuee Trust Complex, Sector F-5/1, Agha Khan Road, Islamabad. Agha Khan Road, Islamabad

(Name of Firm/Company) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP such as EXIM Bank through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Vendor] represents and warrants that it has fully declared the brokerage, commission, fees etc. (if any) paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Vendor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Vendor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP and EXIM Bank under any law, contract or other instrument, be voidable at the option of GoP & EXIM Bank.

Notwithstanding any rights and remedies exercised by GoP/EXIM Bank in this regard, [name of Vendor] agrees to indemnify GoP/EXIM Bank for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP/EXIM Bank in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Vendor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/EXIM Bank.

Name of EXIM Bank Authorized Representative of Vendor (with legal authority)

Signature:

[Seal]

Signature:

[Seal]

Annexure – “H” : Bid Securing Declaration Form

Date:

Tender No.

To,
Head of Procurement Committee
EXIM Bank of Pakistan Limited

Subject:- DECLARATION FORM

One of the condition precedents of the EXIM Bank of Pakistan Limited (“EXIM Bank”) under bidding process that it must be supported by a Bid-Securing Declaration Form In lieu of Bid Security.

Accordingly, we hereby submit and declare as under:-

1. That we have submit our bid for the subject project with our serious intent to provide requisite services/supply of goods to the EXIM Bank as per its bidding requirements;
2. That in case our bid is qualified for provision of goods/services during period of bid validity, we shall honor the same in letter and spirit without making any excuse of any nature whatsoever,
3. In case of our failure to accept our bid offer after acceptance of the same by the EXIM Bank under Public Procurement Rules, 2004, the EXIM Bank shall reserve the right to blacklist us from list of providing services/ goods and shall publish our name at the website of the concerned authorities etc. Moreover, EXIM Bank shall reserve its legal rights to claim any compensation which may arise due to our failure to honor commitments and take any other legal action thereof.
4. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder/Consultant, upon the earlier of (i) issuance & upload of evaluation report at PPRA website; or (ii) twenty-eight days after the expiration of our Bid.
5. This declaration shall be taken by EXIM Bank as security in lieu of bid security with all rights which are attached with any security instrument.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder/Consultant] Dated on day of ,

[insert date of signing]