

REQUEST FOR PROPOSALS (RFPs)

Procurement of Consultancy Services

of

Individual Micro Enterprise Development Expert



**Small & Medium Enterprises Development Authority
(SMEDA)**

RFP No: SMEDA/OM-ME P & PD/032

Issued on February 13, 2026

Request for Proposal
Proposal No: SMEDA/OM-ME P & PD/032
Procurement Consultancy Services of
Individual Micro Enterprise Development Expert

1. SMEDA in Regional Operations Division invites proposals from individual consultants, registered with Income Tax and Sales Tax Department, to provide the consultancy services of **Individual Micro Enterprise Development Expert**. More details on services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
3. An Individual Consultant will be selected under Single Stage Two Envelope Method and procedures described in this RFP.
4. The RFP includes the following documents:
 - ❖ Part I
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Consultants
 - Section 3 –Data Sheet
 - Section 4 – Terms of Reference
 - Section 5 – Eligibility & Evaluation Criteria
 - Section 6 – Submission Forms
 - ❖ Part II
 - Section 7 – Draft Contract Agreement
5. Eligible Individual consultants, registered on EPADS, are requested to upload their proposals, in PDF files, (Technical & Financial) electronically on EPADS on or before **March 04, 2026 by 12:00 pm**. Technical proposals will be opened through EPADS on the **same day at 12:30 pm**.

NOTE: *Unregistered bidders may first register on website <https://eprocure.gov.pk/#/supplier/registration> for using the EPADS, in case of any technical difficulty in registration or using EPADS, the prospective bidders may contract PPRA's technical team.*

Yours sincerely,

General Manager – Outsourcing Management Division
(Procuring Division: Micro-enterprise Policy & Program Design Division)
Small and Medium Enterprises Development Authority
4th Floor, Building No.3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Pakistan
Ph: +92 42 111-111- 456 website (www.smeda.org)



Proposal No: SMEDA/OM-ME P & PD/032
REQUEST FOR PROPOSAL
PROCUREMENT OF CONSULTANCY SERVICES OF INDIVIDUAL
MICRO ENTERPRISE DEVELOPMENT EXPERT

1. The Small & Medium Enterprises Development Authority (SMEDA), in Micro-enterprise Policy & Program Design Division, invites Request for Proposals (RFP) from individual consultants registered with Income Tax and Sales Tax Department, and registered on EPADS for the consultancy services of **Individual Micro Enterprise Development Expert**. Quality and Cost based Selection Method will be used for procurement of the said consulting services. More details on services are provided in the Terms of Reference.
2. The detailed Terms of Reference, Eligibility and Evaluation Criteria are provided in Section 4 & 5 of this Request for Proposal (RFP) document.
3. The bidders may seek clarification of any provision given in RFP, by uploading clarification request on EPADS, 7 days prior to the date of submission of bids.
4. Interested consultants are requested to submit their proposals (Technical & Financial) electronically through EPADS on the “Single Stage Two Envelope” procedure on or before **March 04, 2026 by 12:00 pm**. Technical proposals will be opened through EPADS on the **same day at 12:30 pm** at the address of the procuring agency.
5. **Bid Securing Declaration** on legal Stamp Paper of minimum PKR 100/- in favor of **Small and Medium Enterprises Development Authority** shall be uploaded on or before **March 04, 2026 by 12:00 pm**. Scanned copy of **Bid Securing Declaration** shall also be uploaded along with the technical proposal on EPADS.
6. A complete set of Request for Proposal (RFP) document can be downloaded from SMEDA Website (www.smeda.org), PPRA (www.ppra.org.pk), and EPADS (www.eprocure.gov.pk) free of cost.
7. The procuring agency reserves the right to reject all bids, before award of work as per PPRA rules.

General Manager – Outsourcing Management Division
(Procuring Division: Micro-enterprise Policy & Program Design Division)
Small and Medium Enterprises Development Authority (SMEDA)
4th Floor, Building No.3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Pakistan
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Section 2: Instructions to Consultants

A. GENERAL PROVISION

1. Definitions	<p>1.1 Definition</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, as they may be issued and in force from time to time.</p> <p>c) “Consultant” means a legally-established professional individual consultant that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices /ToRs).</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (Section 3 of this RFP) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>h) “LOI” means the Letter of Invitation being sent by the Procuring Agency for open competition (Section 1 of RFP).</p> <p>i) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>j) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.</p> <p>k) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>l) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>m) “TORs” (Section 4 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>
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<p>2. Introduction</p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Section 5 & 6, for consulting services required for the assignment named in the Data Sheet with estimated cost thereof. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting Activities</p>	<p>(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>

<p>b. Conflicting Assignment</p>	<p>(ii) Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p>
<p>c. Conflicting Relationships</p>	<p>(iii) Relationship with the Procuring Agency’s staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process requires that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in ITC below and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in the PPRA Rules.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (declared or not), sub- contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract</p>
	<p>performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>
<p>6.</p>	<p>6.1 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, meet the eligibility requirements.</p>
<p>a. Sanctions</p>	<p>6.2 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>

<p>b. Restriction for public employees</p>	<p>6.3. Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <ul style="list-style-type: none"> (iii) their hiring would not create a conflict of interest.
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>

<p>11. Only One Proposal</p>	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
<p>12. Proposal Validity</p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity (28) twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made through EPADS. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Sub-Contracting</p>	<p>12.7 The Consultant shall not subcontract any or the whole of the Services.</p> <p>12.8 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory Frame work.</p>

	<p>12.9 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non- responsive.</p> <p>12.10 The successful Consultant’s Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant.</p> <p>12.11 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance guarantee
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP, on EPADS before 5 days from the Proposals’ submission deadline. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by uploading an amendment on EPADS for information of all consultants registered on EPADS for this RFP. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline, through EPADS, to give the Consultants reasonable time to take an amendment into account in their Proposals. <p>13.2 The Consultant who has already uploaded the proposal prior to any amendments in the RFP, may upload a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline.</p>

<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> i. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Procuring Agency’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same. ii. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
<p>15(a). Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to upload a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Forms provided in Section 6 of the RFP.</p>
<p>(b) Financial Proposal</p>	<p>15.1(a) The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP on lumpsum basis unless stated otherwise in Data Sheet.</p>
<p>a. Taxes</p>	<p>15.2(b) The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.</p>
<p>b. Currency of Proposal</p>	<p>15.3 The Consultant shall express the price for its Services in the currency as stated in the Data Sheet.</p>
<p>c. Currency of Payment</p>	<p>15.4 Payment under the Contract shall be made in Pakistani Rupees.</p>
<p style="text-align: center;">C. Submission, Opening and Evaluation</p>	

<p>16. Submission, Sealing, and Marking of Proposals</p>	<p>16.1 The Consultant shall upload PDF files on EPADS, signed and complete Proposal comprising the documents and forms, in accordance with Clause 10 (Documents Comprising Proposal).</p> <p>16.2 Consultant himself or his authorized representative shall sign the uploaded letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both.</p> <p>16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>16.4 The PDF file of the Technical Proposal, shall be uploaded, clearly marked “TECHNICAL PROPOSAL”, Name of the Assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN BEFORE March 04, 2026 at 12:30 PM.”</p> <p>16.5 Similarly, the PDF file of Financial Proposal, shall be uploaded, clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>16.6 The PDF file of Proposal or its modifications must be uploaded on EPADS, not later than the deadline indicated in the Data Sheet, or any extension to this deadline.</p>
<p>Withdrawal of bids</p>	<p>16.8 A Consultant may withdraw its Proposal after it has been uploaded, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency, on EPADS prior to the deadline for uploading of Proposal.</p> <p>16.9 Revised Proposal may be uploaded after the withdrawal of the original Proposal.</p> <p>16.10 First, PDF file marked “WITHDRAWAL” shall be opened and read out and the document with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>

<p>17. Confidentiality</p>	<p>17.1 From the time the Proposals are opened to the time the Evaluation Report is uploaded, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who uploaded the Proposals or to any other party not officially concerned with the process, until the uploading of the Evaluation Report.</p> <p>17.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of uploading of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only by uploading on EPADS.</p>
<p>18. Opening of Proposal (Technical Proposals)</p>	<p>18.1 The Procuring Agency will open all Proposals in the presence of Consultants' or their representatives who choose to attend, by either parties with a legitimate interest in the Proposal proceedings, at the address, date and time specified in the Data Sheet. The Consultants/representatives, present shall, sign attendance sheet or digitally in case of online participation.</p> <p>18.2 First, PDF file marked "WITHDRAWAL" shall be opened and read out and the document with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>18.3 Second, the document marked "SUBSTITUTION" shall be opened. The existing document containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No document shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>18.4 Next, the document marked "MODIFICATION" shall be opened. No Technical Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the existing Proposal, both existing as well as Modification, are to be opened, read out, and recorded at the opening.</p> <p>18.5 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend in</p>

	<p>person or online as the case may be.</p>
	<p>The opening date, time and the address are stated in the Data Sheet. The document with the Financial Proposal shall remain closed until they are opened in accordance with Clause 21 of the ITC.</p> <p>18.6 At the opening of the Technical Proposals, the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member; (ii) any modifications to the Proposal uploaded prior to proposal submission deadline; and (iii) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>19. Proposals Evaluation</p>	<p>19.1 Subject to provision of Clause 14.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the uploaded Technical and Financial Proposals.</p>
<p>20. Evaluation of Technical Proposals</p>	<p>20.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals, on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation of General Experience, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>21. Public Opening of Financial Proposals</p>	<p>21.1 After the technical evaluation is completed, the Procuring Agency shall upload PDF file of Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores, on EPADS. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring agency shall notify on EPADS those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is at the Consultant's choice.</p>
	<p>21.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Electronic copies of the record shall be sent, through EPADS, to all Consultants who uploaded Proposals.</p>

22. Correction of Errors	22.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
23. Taxes	23.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall deem to have been included all taxes and duties, in the proposal in accordance with the instructions in the Data Sheet .
24. (a) Combined Quality and Cost Evaluation	24.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . Final evaluation report shall be uploaded on EPADS for information of prospective consultants and submitting objections, if any, on said evaluation report. The Consultant achieving the highest combined technical and financial score will be invited for negotiations, if any.
(b) Fixed-Budget Selection (FBS)	24.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1 of the Data Sheet shall be rejected. 24.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
25. Negotiations	25.1 The negotiations, if any, will be held, at the address, date and time indicated in the Data Sheet with the Consultant or his representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 25.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative and shall be displayed on EPADS.
a. Financial negotiations	25.3 There shall be no financial negotiations.
26. Conclusion of Negotiations	26.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant or his authorized representative. 26.2 If the negotiations, if any, fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.

<p>27. Award of Contract</p>	<p>27.1 Subject to ITC 26 and after laps of period given in PPR 2004, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents, provided that such Consultant has been declared to be Most Advantageous Consultant as specified in Data Sheet.</p>
<p>28. Grievance Redressal Mechanism</p>	<p>28.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC), comprising of odd number of persons with proper power and authorization to address the complaint and shall upload on EPADS. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one technical expert depending the nature of the procurement.</p> <p>28.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC, well before the bid submission deadline.</p> <p>28.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint, concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>28.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>28.5 In case, the complaint is filed after uploading the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>28.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its uploading.</p> <p>28.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>28.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices upon all the parties to Appeal.</p> <p>28.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>28.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>28.11 The decision of the Committee shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>

29. Mechanism of Blacklisting

- 29.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations; and Fails to
 - iii. abide by the bid securing declaration;
- 29.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 29.3 The procuring agency shall give minimum of seven days to the bidder or contractor for uploading of written reply of the show cause notice.
- 29.4 In case, the bidder or contractor fails to upload written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 29.5 In case the bidder or contractor uploads written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 29.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance, online on EPADS before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 29.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 29.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 29.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be uploaded by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

	<p>29.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>29.11 The committee shall upload a notice upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may upload statements along with essential documents in support of their contentions.</p> <p>29.12 The Committee may pass such order on the representation may deem fit. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final and be uploaded on EPADS.</p>
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Section 3: Bid Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of Procurement Agency: Small & Medium Enterprises Development Authority (SMEDA)</p> <p>Cost of Assignment: Rs. 6.6 Million</p> <p>Method of Selection: Fixed Budget in term of Regulation 3 (E) of the Procurement of Consultancy Services Regulations, 2010.</p>
2.2	<p>Financial Proposal is to be submitted in separate envelope as per Single Stage Two Envelop Bidding Procedure</p> <p>The name of the assignment is: <u>Procurement of Consultancy Services of Individual Micro Enterprise Development Expert</u></p>
6.2	The debarred/blacklisted individuals as mentioned at the PPRA website (https://ppra.org.pk/) will be rejected before evaluation.
B. Preparation of Proposals	
9.1	<p>The language of the Bid is <i>“English”</i></p> <p>All correspondence shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>SIMPLIFIED TECHNICAL PROPOSAL (STP):</p> <p>PDF Document with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. FORM TECH-1 2. Scanned copy Bid Securing Declaration Form 3. Undertaking regarding not being Blacklisted on prescribed format 4. ANNEXURE -A (Bidder Information Form) 5. ANNEXURE -B (Bidder Relevant Experience) <p>Uploading of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirement.</p> <p>PDF Document with the Financial Proposal (clearly marked):</p> <ol style="list-style-type: none"> 6. FIN-1 7. FIN-2
10.2	Statement of Undertaking shall be included in Form Tech-1.

12.1	Proposals shall be valid for 120 days from the closing date of uploading of Proposals.
13.1	Request for clarifications (if any), must be uploaded on e-PAD within 7 days from the date of submission of proposal. The procuring agency will respond online upon receipt of any clarification within 3 days from given date and time.

14.1(iii) and 24.(b) Fixed Budget method	The total available budget for this Fixed-Budget assignment is : Rs. 6.6 Million (inclusive of all applicable taxes). Proposals exceeding the total available budget will be rejected.
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15.1	The format of the Technical Proposal to be submitted is “STP” Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
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15.1(a)	a. The Financial proposal shall be based on Form FIN-1 & FIN-2 and deemed to be inclusive of all expenses (whatsoever it is) including remuneration for Key Experts and Non-Key Experts, if any, as well as applicable taxes and duties etc. b. Any proposal containing alternate/conditional Bid will be rejected.
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15.2(b)	“Information on the Consultant’s tax obligations can be found under the relevant provisions of the Income Tax Ordinance, 2002 available at fbr.gov.pk as well as under the relevant provisions of the respective provincial revenue authorities managing sales tax on services. Consultant’s tax obligations in accordance with FBR law. No price adjustment provision will be applicable.
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15.3	The Price for Services should be stated in Pakistani Rupee (PKR) The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.
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C. Submission, Opening and Evaluation

16.7	The Proposals must be uploaded on EPADS not later than: Date: March 04, 2026 Time: 12:00 PM
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18.1 & 18.5	The opening of Technical Proposal shall take place through EPADS at the address given below: Date: March 04, 2026 Time: 12:30 PM The address is: Small and Medium Enterprises Development Authority (SMEDA) 4 th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111 111 456
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20.1	The Technical Evaluation Criteria, sub criteria and point system for evaluation is mentioned in the Section 5 of this RFP. At least 70% marks out of total marks shall be required for further
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	evaluation.
21.1	<p>The Financial Proposals shall be opened, on date and time announced by procuring agency at the following address:</p> <p>Small and Medium Enterprises Development Authority (SMEDA) 4th Floor, Building no.3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Pakistan. Ph: +92 42 111-111- 456</p>
23.1	<p>The Financial proposal shall be based on FIN-1 and FIN-2 and deemed to be inclusive of all expenses, whatsoever it is, applicable taxes and duties.</p> <p>The cost of Stamp Duty on Contract Agreement will also deem to be included in the Contract Price.</p>
24.1	<p>A. Total Marks for Technical Proposal = 70</p> <p>Marks to be obtained for further evaluation 70%</p> <p>Minimum Technical Marks for eligibility out of 70% = 49</p> <p>Marks obtained by the Bidder out of Total 70 marks = St</p> <p>B. Total Marks for Financial Proposal = 30</p> <p>The marks will be awarded as per scoring criteria given below:</p> <p>Lowest Financial Proposal = 30 marks</p> <p>Marks obtained by the Bidder in Financial = Sf</p> <p>Relative point scores for others</p> <p>C. Total Marks Calculation Criteria:</p> <p>Proposals are Ranked (S) according to their combined Technical & Financial Marks as:</p> $S = St + Sf$ <p>The weightage given to the Technical (T) and Financial (P) Proposals are:</p> $T(\%) = 70\% \quad P(\%) = 30\%$ <p>Proposals are ranked according to their combined Technical and Financial Marks using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal; $T + P = 1$) as following:</p> $S = St + Sf.$

D. Negotiations and Award

25.1	<p>The final evaluation report showing the name of Most Advantageous Bidder shall be uploaded on EPADS and contract shall be signed in terms of Rule 38 of PPR 2004 and Regulations made thereunder. Expected date and address for contract negotiations (if any), in accordance with regulatory framework will be communicated later after selection of Most Advantageous bidder on EPADS at the following address:</p> <p>Small and Medium Enterprises Development Authority (SMEDA), 4th Floor, Building No.3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Pakistan Ph: +92 42 111-111- 456</p>
27.1	<p>Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be most responsive:</p> <ol style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is not in conflict with any other law, rules, regulations or policy of the Federal Government; c) is determined to be qualified to perform the Contract satisfactorily; and d) Successful negotiations have been concluded, if any. <p>Procuring Agency shall upload all documents including evaluation reports, minutes of meetings, contract documents etc. in PDF Letter of Acceptance and signed contract etc in the PDF file in the following manner:</p> <ul style="list-style-type: none"> • On EPADS • The uploading will be done as per provisions given in EPADS Regulations as well as PPRA Rules • The successful consultant shall start working on assignment within 05 days from the date of signing of contract agreement.

Section 4

TERMS OF REFERENCE (TORs)

Project Title: “Procurement of Consultancy Services of Individual Micro Enterprise Development Consultant/Expert”

1 Background

Micro enterprises are a vital part of Pakistan’s economy, contributing significantly to job creation and local livelihoods. Despite their importance, many remain informal and face constraints in accessing finance, building capacity, and adopting digital tools. In line with its mandate to promote MSME development, SMEDA is undertaking focused initiatives to strengthen the capability and formalization of micro enterprises across the country.

For this purpose, SMEDA is procuring consultancy services of an Individual Micro-Enterprises Development Consultant/Expert. The Expert will assist and support the Micro Enterprise Policy & Program Design (ME P&PD) Team in design, coordination, and execution of programs aimed at strengthening the capacity, financial literacy, and formalization of micro enterprises across Pakistan.

This position requires strong experience in micro and small enterprise development, program management, stakeholder engagement, along with demonstrated knowledge of financial inclusion, capacity-building, and digital finance initiatives, familiarity with industry research and dynamics, and skills to handle administrative, communication, and project-related tasks.

2 Scope of Work

The assignment includes, but is not limited to, the following tasks for Micro Enterprise Development:

- Design and Develop Programs for the sector’s development
- Design and implement nationwide programs including but not limited to financial literacy, capacity building, and digital enablement etc.
- Coordinate with stakeholders such as; banks, microfinance institutions (MFIs), fintechs, NGOs, and training service providers
- Manage collaborations with partner organizations, overseeing implementation of field programs, and ensuring achievement of output and outcome targets
- Establish monitoring & evaluation systems to track program outputs, outcomes and impact
- Prepare sector reports, briefs, and presentations, and manage transparent procurement and contracting
- Identify new collaboration and funding opportunities to expand program outreach and sustainability
- Lead and oversee research on micro-enterprise trends, financing gaps, regulatory developments, and sector challenges; review academic and industry reports to generate evidence-based insights.

3 Duration, Reporting and Supervision

- The duration of contract will be 11 months.
- The Expert will begin work upon signing of the contract.
- The Expert will report directly to the Deputy General Manager, ME P&PD, SMEDA.
- The assignment is on-site, and the Expert will be required to remain stationed at the SMEDA office in accordance with SMEDA’s working hours. Occasional field visits for field monitoring and stakeholder engagement may be required.

4 Payment and other Terms and Conditions

- i. SMEDA will pay to the Expert Lumpsum fee in Pak Rs. including all applicable taxes for providing Services as per terms and conditions hereof in equal instalments in Pak Rs. per month on post monthly bases within 15 fifteen days after submission of original invoice and certificate of payment issued by the ME P&PD Division of SMEDA and after deduction of all applicable taxes as per law. Expenses (Out of Pocket, if any), will be paid as per actual subject to the production of receipts or other appropriate evidence of payment in line with SMEDA rules/SOPs.
- ii. TA/DA will not be claimed by the Individual Expert except for outstation traveling, if required with prior approval as per the SMEDA rules/SOPs.
- iii. SMEDA will have the right to terminate the agreement in writing, at any time without mentioning any reason. In case of early termination of the Agreement by SMEDA, the Expert shall have only the right to claim fee for the period of providing Services till the dated of termination of the Agreement. (Please see if this can be taken to SCC in Termination clause)
- iv. SMEDA will have the right to cancel the agreement in writing due to non-performance, disagreement or disciplinary issues etc. of the Expert.
- v. The Expert shall have the right to cancel the agreement by giving one-month prior notice in writing to SMEDA for any month after signing of the agreement with SMEDA.
- vi. The Expert shall keep herself/himself available and remain in contact with the representative of the ME P&PD Division of SMEDA for timely communication on all matters relating to the provision of Services.
- vii. The Expert shall be responsible to return all records to SMEDA at once and without any objection or adverse action.

SECTION 5

ELIGIBILITY AND EVALUATION CRITERIA

5.1 Eligibility Criteria

- i. Minimum 3 years of post-qualification experience.
- ii. Should have valid NTN and registration with relevant tax authorities.
- iii. Must be in Active Tax Payer List (ATL) of FBR.
- iv. Affidavit on legal stamp paper of minimum PKR. 100/- confirming that the Expert has read **SMEDA Blacklisting Policy 2023** and fully admitted and understood all clauses of the Policy under which he may be blacklisted. Furthermore, he has not been blacklisted or debarred by the Authority.
- v. Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/- on prescribed format.

5.2 Qualifications and Experience

- i. Minimum Master's/Bachelor's Honors (16 years) degree in Economics, Development Studies, Business, Management, Finance, Entrepreneurship & SME Management or equivalent relevant degree from a reputed foreign or HEC recognized local institutions.
- ii. Minimum 7 years of relevant post-qualification experience in research & development, program design & implementation, capacity-building projects and / or financial products related to the Micro Enterprise Sector.
- iii. Understanding of Pakistan's micro-enterprise and microfinance ecosystem, regulatory context, and industry/academic research sources.

5.3 Skills & Competencies

- i. Strong knowledge of micro-enterprise challenges and opportunities with stakeholder engagement abilities.
- ii. Strong research, analytical, and writing skills; turning data into clear insights and recommendations.
- iii. Proven expertise in Government or inter-departmental communications, coordination and networking.
- iv. Excellent written and verbal communication skills in English and Urdu.
- v. Proficient in Microsoft Office applications, including Word, Excel, PowerPoint, and Outlook, for documentation, analysis, and presentations.

5.4 Technical Qualification/ Selection Criteria

To qualify, applicant must score an aggregate 49 marks out of 70. The marks for different categories will be followed as per table given below:

Sr. #	Technical Marks Category	Maximum Marks
1.	General Experience & Qualification	15
2.	Relevant Experience	20
3.	Assessment of Subject Knowledge	35
Total Marks		70

NOTE:

- The Expert must submit **Annexure-A** and **Annexure-B** along with detailed CV supported with copies of all Educational Documents and Experience Certificates etc.
- Documentary proof of project completion / in-hand, work award letter / contract

agreement / completion certificate / reference letters / recommendation letter and/or experience letters issued by the relevant clients/employers required.

- The technical marks on the categories mentioned in will be given fairly at the sole discretion of Client / Evaluation Committee in the SMEDA's interest, an objection from any bidder will not be acceptable.

5.5 Qualifying Marks in Technical Evaluation

Bidders obtaining minimum 70% marks in technical evaluation shall be considered eligible for financial evaluation i.e. 49 marks out of 70.

5.1 Evaluation Procedure

5.5.1 General Experience & Qualification

Max Marks 15

Use *Annexure-A* for provision of relevant information

Sr. #	Components	Marks
	Qualification and Experience	
1.	Minimum Master's / Bachelor's Honors (16 years) degree in Economics, Development Studies, Business, Management, Finance, Entrepreneurship & SME Management or equivalent relevant degree from a reputed foreign or HEC recognized local institutions.	5
2.	MS / MPhil / PhD / Doctoral degree, International Master's Degree	2
3.	7 years of Post Qualification experience <i>(Maximum marks for 7 years or more, relative marking for others)</i>	8
Total		15

5.5.2 Relevant Experience

Max Marks 20

Use *Annexure-B* for provision of relevant information

Sr #	Components	Marks
	MSME Related Experience	
1.	Maximum marks for 2 or more projects / assignments related to Micro Enterprise sector during the last 5 years. <i>(Relative markings for others)</i>	15
2.	Maximum marks for 2 or more development projects / assignments connected with public sector institutions / companies/ autonomous bodies or Government owned or managed organizations, or PSDP projects during last 5 years. <i>(Relative markings for others)</i>	5
Total		20

5.5.3 Assessment of Practical / Subject Knowledge

Max Marks 35

Sr #	Components	Marks
	Practical/Subject Related Knowledge/Experience	

1.	Maximum marks for knowledge related to Micro and Small Enterprise Sector / Ecosystem	5
2.	Maximum marks for information regarding financing, financial inclusion, financial literacy, training services, development initiatives, capacity building etc. with respect to the Micro Enterprise Sector.	10
3.	Maximum marks for knowledge related to Project/Program Management	5
4.	Maximum marks for Communication, Organizational, Interpersonal and Analytical Skills	5
5.	Maximum marks for Approach and Understanding of the underlying assignment and to SMEDA's role towards the Micro Enterprises Sector	10
Total		35

NOTE:

- The Expert shall also be invited for an interview / presentation demonstration of their Practical/Subject Related Knowledge/Experience.
- The interview marks allotted represent maximum marks for the category, with the provision for relative markings for others.
- The interview marks on the categories mentioned in the above table shall be given fairly at the sole discretion of the Evaluation Committee in the SMEDA's interest, an objection from the Expert will not be acceptable.

5.6 Technical Evaluation Method

Applicant must obtain 49 out of 70 (70%) marks to qualify in Technical Evaluation to be considered eligible for financial evaluation. Only technically qualified applicants ($\geq 70\%$ marks in Technical Evaluation) will be considered for Financial Evaluation.

5.7 Financial Evaluation Criteria

- Maximum marks for the lowest financial bid is 30.
- The Financial Score (FS) will be calculated on the basis of the quoted financial proposal, using the Lowest Evaluated Bid (LEB) formula.

5.8 Calculation of Total Points

A. Total Points for Technical Proposal = 70

- Total Points obtained by Bidder in Technical Proposal out of 70 = (St)
- Minimum Technical Points to be obtained for eligibility (70% of 70) = 49

B. Total Points for Financial Proposal = 30

- Lowest Financial Bid = 30 points
- Total Points obtained by Bidder in Financial Proposal out of 30 = (Sf)
- The lowest price typically receives the maximum possible points for the financial component. Relative point scores for others.

$$Financial\ Score\ (Sf) = \frac{(Lowest\ Financial\ Bid)}{(Applicant's\ Financial\ Bid)} \times 30$$

C. Total Points Calculation Criteria:

- The total Points/score (S) of combined Technical & Financial Points will be as:

$$S = St + Sf$$

Section 6

Submission Form

This part of the RFP contains the following submission forms;

1. FORM TECH-1
2. Bid Securing Declaration Form
3. Undertaking of Blacklisting
4. Annexure A (Bidder Information)
5. Annexure B (Bidder Relevant Experience)
6. FIN-1: Financial Proposal Submission Form
7. FIN-2: Summary of Costs

Technical Proposal –Standard Forms
Checklist of Required Forms

Required for STP (✓)	FORM	DESCRIPTION	Page Limit
✓	TECH-1	Technical Proposal Submission Form.	
✓	Annexure-A	Bidder Information Form	
✓	Annexure-B	Bidder Relevant Experience	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: General Manager – Outsourcing Management Division
Small & Medium Enterprises Development Authority (SMEDA)
4th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore.
Tel: (042) 111 111 456

Dear Sir:

I, the undersigned, offer to provide the consulting services as an “**Individual Micro Enterprise Development Expert**” in accordance with your Request for Proposals dated [insert date] and our Proposal. We are hereby submitting our Proposal which includes PDF document of Technical Proposal and Financial Proposal separately.

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) My Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) I have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in Pakistan.
- (e) My Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 27.1 of the Data Sheet.

I understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

I remain, Yours

sincerely,

Authorized Signature {In full and initials}: _____
Name of Consultant:

Address: _____

Contact information (phone and e-mail): _____

Bid Securing Declaration Form

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: [insert date (as day, month and year)]

Proposal No.: [insert number of Proposal process]

Tel: 042-111-111-456

To:

The General Manager

Outsourcing Management Division

SMEDA, Lahore.

I, the undersigned, declare that:

1. According to your conditions, Proposals must be supported by a Proposal Securing Declaration. I accept that I will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if I am in breach of my obligation(s) under the Proposal conditions, because I:

(a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;

(b) Disagreement to arithmetical correction made to the Proposal price; or

(c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) to comply with any other condition precedent to signing the contract specified in the SRFPP Documents.

2. This declaration shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity.

Authorized Signature {In full and initials}: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

UNDERTAKING REGARDING NOT BEING BLACKLISTED

(Printed and signed on Rs 100 stamp paper)

Date DD-MM-YYYY

To,

General Manager Outsourcing Management - SMEDA

4th Floor, Building No. 3, Aiwan e

Iqbal Complex, Egerton Road,

Lahore

Tell: 042-111-111-456

Dear Sir,

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

It is hereby declared that **I** am neither blacklisted by any Government authority, department or other relevant body in Pakistan nor debarred by the Authority. I will immediately inform to “**SMEDA**” in case of any change in the status.

That **Blacklisting Policy 2023 of SMEDA** as available at www.smeda.org and its provisions have been read and accepted as a part and parcel of the bidding documents/contract.

Name of Consultant: _____

Signature: _____

Annexure – A Bidder Information Form

Name of Expert:	(Insert full name)
Date of Birth:	(day / month / year)
CNIC Number:	
Mobile Number:	
Email Address:	
Postal Address:	
Current Position Title	

Education: (List down education from latest to older)

#	Name of Degree / Certifications / Diplomas	Specialization	Year of Passing (YYYY)	Name of the Institution, Location

Total Work Experience Post Qualification (Years):

Period:	<i>MM/YYYY to (MM/YYYY)</i>
Job Title:	
Summary of Activities Performed: (Job Description)	

[Add rows above as required]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this information above correctly describes myself, my qualifications and my experience, and I am available to undertake the assignment in case of an award. Any misstatement or misrepresentation describes herein may lead to my disqualification or dismissal by the client.

Name and Date:	
Signature:	

Annexure – B
“Bidder Relevant Experience”
(Projects / Assignments)

(Note: Documentary evidence relevant to the given information to be provided)

1. Related to Micro Enterprise sector:

#	Projects / Assignments Name	Organization	Description of Projects / Assignments	Date of Completion
1				
2				
3				

[Add rows above as required]

2. With Public Sector institutions / companies / autonomous bodies or Government owned / managed organizations, or PSDP projects:

#	Projects / Assignments Name	Organization	Description of Projects / Assignments	Date of Completion
1				
2				
3				

[Add rows above as required]

FORM FIN-1: Financial Proposal Submission Form

{Location, Date}

To: General Manager – Outsourcing Management Division
Small and Medium Enterprises Development Authority (SMEDA)
4th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel:
(042) 111 111 456

Dear Sir:

I, the undersigned, offer to provide the consulting services as an “**Individual Micro Enterprise Development Consultant/Expert**” in accordance with your Request for Proposal dated [insert date] and our Technical Proposal.

My attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *inclusive of all applicable taxes in accordance with the Data Sheet.*

My Financial Proposal shall be valid and remain binding upon me , subject to the modifications resulting from Contract negotiations until [*insert day, month and year in accordance with ITC 12.1*].

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

I remain,

Yours sincerely,

Signature {In full and initials}: _____

Name of Consultant: _____

Address: _____

E-mail: _____

Form FIN-2: Summary of Costs

Item	Cost
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	

Note:

1. The fee should be inclusive of all expenses (whatsoever it is), applicable taxes and duties.
2. **Schedule of Payments:** The payments will be made through cross-cheque to the consultant on the completion and submission of deliverables after deducting applicable government taxes as per schedule of payment given in ToRs.
3. The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
4. The work/reports/deliverables against the TORs needs to be completed in full respect.
5. Any proposal containing alternate/ conditional bid will be rejected

PART II
Section 7 – DRAFT CONTRACT AGREEMENT

Letter of Acceptance

(On Procuring agency letterhead)

[Date].

To: [Name and address of the consultant]

Subject: “Hiring of Consultant for Coordination for MSME Training and Business Support Activities”
[Notification of Award Contract No.]

This is to notify you that your Bid dated [date]. for execution of the “Procurement of Consultancy Services of Individual Micro Enterprise Development Expert” identification No. SMEDA/OM- -----for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency] being the Most Advantageous Bidder, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish a stamp paper of appropriate value within 3 days for the purpose of signing of agreement deed. Draft Contract Form is annexed herewith.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

(Attachment: Contract Agreement)

Contract for Consultant's Services

**Project Name: Procurement of Consultancy Services of Individual Micro Enterprise
Development Expert**

Contract No. _____

between

Small & Medium Enterprises Development Authority (SMEDA)

and

[Name of the Consultant]

Dated: _____

Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, for an amount of Rs. *[Insert final contract amount]* between, on the one hand, *Small & Medium Enterprises Development Authority (SMEDA)* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract, (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
 - (b) The Special Conditions of Contract;
 - (c) Any other Law of Government of Pakistan for the time being in force, relevant to this contract.
 - (d) Terms of ReferenceIn the event of any inconsistency between the documents, the following order of precedence shall prevail: Terms of Reference, The Special Conditions of Contract; the General Conditions of Contract.
2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Small & Medium Enterprises Development Authority (SMEDA)*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

GENERAL & SPECIAL CONDITIONS OF THE CONTRACT

A. General Provisions

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan.(b) “Procuring Agency” means “Small & Medium Enterprises Development Authority (SMEDA)(c) “Consultant” means an individual consultant as defined in ITC;(d) “Contract” means an agreement enforceable by law;(e) “Day” means calendar day unless indicated otherwise.(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.(g) “GCC” means these General Conditions of Contract.(h) “Government” means the Government of Pakistan.(i) “Local Currency” means the currency of Pakistan(j) “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.(k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
	<ul style="list-style-type: none">(q) “Services” means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Terms of Reference hereto, if the same is finalized in the result of any clarification whatsoever it is.
2. Relationship between the Parties	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
3. Law Governing Contract	<p>3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan.</p>
4. Language	<p>4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language.</p>
5. Headings	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>

<p>6. Communications</p>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<p>7. Location</p>	<p>7.1. The Services shall be performed at such locations as are specified in Terms of Reference hereto.</p>
<p>8. Authorized Representatives</p>	<p>8.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC if any.</p>
<p>9. Fraud and Corruption</p>	<p>9.1 Public Procurement Regulatory Authority requires that Procuring Agencies as well as consultant under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>9.2 The Consultant shall permit and shall cause their agents (whether declared or not), to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process to have them audited by auditors appointed by the Procuring Agency.</p> <p>9.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in electronic forms that provide record of the content of communication.</p>
	<p>9.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>9.5 Procuring Agency will also declare the bidder as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.</p>
<p>B. Commencement, Completion, Modification and Termination of Contract</p>	
<p>10. Effectiveness of Contract</p>	<p>11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.</p>

11.Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days notice, through EPADS to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
12.Commencement of Services	12.1. The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
13.Expiration of Contract	13.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
14.Entire Agreement	14.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
15.Modifications or Variations or Extension in the Timeline / Duration of the Contract	<p>15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, Duration of the Contract etc. may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>15.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p>
16.Force Majeure	
a. Definition	16.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

	<p>16.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>16.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>16.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>c. Measures to be Taken</p>	<p>16.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>16.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>16.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to relevant Clauses of Force Majeure.</p>

17.Suspension	17.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
18.Termination	18. 1 This Contract may be terminated by either Party as per provisions set up below:
a. By the Procuring Agency	<p>18.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 31 (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; <p>18.1.2 If the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in Rule 2 (f) of the PPRA Rules, 2004, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen</p> <p>(14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>

<p>b. By the Consultant</p>	<p>18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 31 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 31.</p> <p>(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.</p>
<p>c. Cessation of Rights and Obligations</p>	<p>18.1.4 Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 16, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. Cessation of Services</p>	<p>18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultant.</p>
<p>e. Payment upon Termination</p>	<p>18.1.6 Upon termination of this Contract, the Procuring Agency shall pay remuneration for Services satisfactorily performed prior to the effective date of termination;</p>

C. Obligations of the Consultant	
19. General	
a. Standard of Performance	19.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
b. Law Applicable to Services	19.2 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan.
20. Conflict of Interests	20.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	20.1.1 The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, similarly shall not receive any such additional payment.
b. Prohibition of Conflicting Activities	20.1.2 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
21. Confidentiality	21.1 Except with the prior written consent of the Procuring Agency, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the Services.
22. Liability of the Consultant	22.1 Subject to additional provisions, if any, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
23. Code of Conduct	23.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.
D. Obligations of the Procuring Agency	

24.Assistance and Exemptions	24.1 The Procuring Agency shall use its best efforts to: (a) Assist the Consultant with obtaining all documents as shall be necessary to enable the Consultant to perform the Services. (b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (c) Provide to the Consultant any such other assistance as may be specified in the SCC.
25. Change in the Applicable Law Related to Taxes and Duties	25.1 If, after the date of this Contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the Consultant abide by such changes in relevant rules.
26. Payment Obligation	26.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC E below.
E. Payments to the Consultant	
27. Ceiling Amount	27.1 The consultant shall be paid remuneration as per agreed terms and conditions.
28.Taxes and Duties	28.1 The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
29. Mode of Billing and Payment	29.1 Save as otherwise provided in SCC the payment shall be made to the Consultant as per the payment schedule mentioned in ToRs.
F. Fairness and Good Faith	
30.Good Faith	30.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
G. Settlement of Disputes	
31. Amicable Settlement	31.1 Dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation as per procedure given in SCC. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 31.2 Any dispute in respect of which a notice of intention to

	<p>commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p>
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Special Conditions of Contract (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The address is: General Manager – Micro-Enterprise Policy & Program Design Division Small & Medium Enterprises Development Authority (SMEDA) 5th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111-111-456</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Deputy General Manager, Micro-enterprise Policy & Program Design Division Small & Medium Enterprises Development Authority (SMEDA) 5th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111 111 456</p> <p>For the Consultant: <i>[name, title]</i></p>
12.1	<p>Commencement of Services: The number of days shall be five (05) days after the date of signing of Contract Agreement</p>
13.1	<p>Expiration of Contract: Unless extended in accordance with the GCC, the time period shall be 11 months from the Commencement Date of the Services, likely to be extendable for another period of 11 months, based upon satisfactory performance.. Unless otherwise agreed by the parties hereto, in case of failure of the consultant to submit deliverables as per ToRs, the consultant shall be liable for payment of liquidated damages @ 0.1 % per day of the contract price up to maximum 10% of the contract price.</p>
28.1	<p>Taxes and Duties The Procuring Agency warrants that it shall withhold any direct/indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law, on the Consultant, payment made to the consultant in connection with the carrying out of the Services</p>
29.1	<p>Mode of Billing and Payment The Consultant shall submit to the Procuring Agency Invoice of Services rendered in accordance with Terms of Payment as specified in ToRs.</p>

31.

Dispute Resolution

- i. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice, Lahore High Court for appointment of sole arbitrator. The Chief Justice LHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Lahore. The award of the arbitrator shall be final and shall be binding on the parties.