

# **REQUEST FOR PROPOSALS (RFPs)**

## **PROCUREMENT OF CONSULTANCY SERVICES FOR “IMPACT EVALUATION & NATIONAL SME POLICY DEVELOPMENT 3.0”**



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

**RFP No: SMEDA/OM-SME P&PD/035**

**Issued on February 13, 2026**

**Request for Proposal**  
**Proposal No: SMEDA/OM-SME P&PD/035**  
**Procurement of Consultancy Services**  
**For**  
**Impact Evaluation & National SME Policy Development 3.0**

1. The Small and Medium Enterprises Development Authority (SMEDA), in SME Policy & Program Design Division, seeks to engage a consulting firm to conduct Impact Evaluation of National SME Policy 2021, develop National SME Policy 3.0 and design of a Digital Coordination, M&E Framework.
2. SMEDA now invites proposals to provide the above consulting services. More details on services are provided in the Terms of Reference.
3. The RFP addresses to all the eligible consulting firms and determining the capacity and capability of the consulting firms shall be the part of the technical proposal.
4. Interested firms are requested to submit their proposals, in PDF files, (Technical & Financial) electronically on EPADS on or before **March 04, 2026 by 2:00 pm**. Technical proposals will be opened through EPADS on the **same day at 2:30 pm**.
5. A firm will be selected under “Single Stage Two Envelop Method” and procedures described in this RFP.
6. The RFP includes the following documents:
  - ❖ Part I
    - Section 1 – Letter of Invitation
    - Section 2 – Instructions to Consultants
    - Section 3 - Data Sheet
    - Section 4 –Scope of Work/ToRs
    - Section 5 – Eligibility & Evaluation Criteria
    - Section 6 – Submission Forms
  - ❖ Part II
    - Section 7 – Contract Forms

**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 contact PPRA’s technical team.*

Yours sincerely,

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



## SMALL AND MEDIUM ENTERPRISES DEVELOPMENT AUTHORITY (SMEDA)

### REQUEST FOR PROPOSAL FOR THE PROCUREMENT OF CONSULTANCY SERVICES

#### **“Impact Evaluation & National SME Policy Development 3.0”**

#### **Section 1 – Letter of Invitation**

1. The Small & Medium Enterprises Development Authority (SMEDA), in SME Policy & Program Design Division, invites Request for Proposals (RFP) from reputable firms, registered with PPRA for e-procurement on EPADS and having relevant expertise and capacity conduct Impact Evaluation of National SME Policy 2021, develop National SME Policy 3.0 and design of a Digital Coordination, M&E Framework.
2. The detailed Scope of Work/ToRs, Eligibility and Evaluation Criteria are provided in the 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 submission of bids.
4. Interested firms 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 2:00 pm**. Technical proposals will be opened through EPADS on the **same day at 2:30 pm**.
5. Scanned copy of **Bid Securing Declaration** on non-judicial stamp paper must be submitted along with the technical proposal on EPADS.
6. The Technical proposals shall be evaluated according to the criteria given in the RFP. Financial proposals of only technically qualified firms shall be opened and contract will be awarded on a “**Quality and Cost Based Selection (QCBS)**” method.
7. A complete set of Request for Proposal (RFP) document can be downloaded from SMEDA Website ([www.smeda.org](http://www.smeda.org)), PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)), and EPADS ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)) free of cost.
8. 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: SME Policy & Program Design Division)  
Small and Medium Enterprises Development Authority**

**4<sup>th</sup> 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

##### 1.1 Definition

- 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.
- 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.
- c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- 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).
- 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.
- f) “Day” means a calendar day.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- k) “LOI” means the Letter of Invitation being sent by the Procuring Agency for open competition (Section 1 of RFP).
- l) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- m) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.

	<p>p) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>q) “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>r) “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>
<p><b>2. Introduction</b></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 <b>Data Sheet</b>. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the <b>Data Sheet</b>, 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><b>3. Conflict of Interest</b></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><b>a. Conflicting Activities</b></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>b. Conflicting Assignment</b></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><b>c. Conflicting Relationships</b></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><b>4. Unfair Competitive Advantage</b></p>	<p>4.1 Fairness and transparency in the selection process require 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><b>5. Corrupt and Fraudulent Practices</b></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>

	performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
<b>6.</b>	6.1 It is the Consultant's responsibility to ensure that its Experts, joint venture members, meet the eligibility requirements.
<b>a. Sanctions</b>	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 <b>Data Sheet</b> .
<b>b. Restriction for public employees</b>	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 <ul style="list-style-type: none"> <li>(i) are on leave of absence without pay, or have resigned or retired;</li> <li>(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> </li> <li>(iii) their hiring would not create a conflict of interest.</li> </ul>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	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.

<b>9. Language</b>	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.
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, 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>
<b>11. Only One Proposal</b>	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.
<b>12. Proposal Validity</b>	<p>12.1 Proposals shall remain valid for the period specified in the <b>Data Sheet</b> 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><b>a. Extension of Validity Period</b></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>b. Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall upload a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request on EPADS. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement of Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
<p><b>c. Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract any or the whole of the Services.</p> <p>12.10 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>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non- responsive.</p> <p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>12.13 The successful Consultant’s Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance guarantee <b>as indicated in Data Sheet.</b></p> <p>12.14 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> <p>(a) if the Consultant withdraws its Proposal, except as provided in <b>ITC 12.6</b> or</p> <p>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required performance guarantee</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request a clarification of any part of the RFP, on EPADS before 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> <p>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.</p> <p>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> <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><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 The Procuring Agency may indicate the estimated Key Experts’. However, the Proposal shall be based on the Consultant’s own estimates for the same.</p>

<p><b>15. Technical Proposal Format and Content</b></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 <b>Data Sheet</b> and using the Forms provided in Section 6 of the RFP.</p>
<p><b>16. Financial Proposal</b></p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP on lumpsum basis unless stated otherwise in <b>Data Sheet</b>.</p>
<p><b>a. Taxes</b></p>	<p>16.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b>.</p>
<p><b>b. Currency of Proposal</b></p>	<p>16.3 The Consultant shall express the price for its Services in the currency as stated in the <b>Data Sheet</b>.</p>
<p><b>c. Currency of Payment</b></p>	<p>16.4 Payment under the Contract shall be made in Pakistani Rupees.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>17. Submission, Sealing, and Marking of Proposals</b></p>	<p>17.1 The Consultant shall upload PDF files, signed and complete Proposal comprising the documents and forms, in accordance with Clause 10 (Documents Comprising Proposal).</p> <p>17.2 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>17.2.1 A Proposal uploaded by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 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>17.4 The PDF file of the Technical Proposal, shall be clearly marked "<b>TECHNICAL PROPOSAL</b>", Name of the Assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL March 04, 2026 at 2:30 PM.</b>"</p> <p>17.5 Similarly, the PDF file of Financial Proposal, shall be clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</p>

	<p>17.6 The PDF file containing the Technical Proposals shall be uploaded by giving details about RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “<b>DO NOT OPEN BEFORE March 04, 2026 at 2:30 PM</b>”.</p> <p>17.7 The PDF file of Proposal or its modifications must be uploaded on EPADS, not later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline.</p>
<p><b>Withdrawal of bids</b></p>	<p>17.9. 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>17.10. Revised Proposal may be uploaded after the withdrawal of the original Proposal.</p> <p>17.11. 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><b>18. Confidentiality</b></p>	<p>18.1 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>18.2 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</p>
	<p>its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 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><b>19. Opening of Proposal (Technical Proposals)</b></p>	<p>19.1 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 <b>Data Sheet</b>. The Consultants/representatives, present shall, sign attendance sheet or digitally in case of online participation.</p>

	<p>19.2 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>19.3 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>19.4 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>19.5 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 person or online as the case may be.</p>
	<p>The opening date, time and the address are stated in the <b>Data Sheet</b>. The document with the Financial Proposal shall remain closed until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.6 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.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 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>20.2 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><b>21. Evaluation of Technical Proposals</b></p>	<p>21.1 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 <b>Data Sheet</b>. 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 <b>Data Sheet</b>.</p>
<p><b>22. Public Opening of Financial Proposals</b></p>	<p>22.1 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>22.2 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>
<p><b>23. Correction of Errors</b></p>	<p>23.1 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.</p>
<p><b>24. Taxes</b></p>	<p>24.1 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 <b>Data Sheet</b>.</p>
<p><b>25. Combined Quality and Cost Evaluation</b></p>	<p>25.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b>. 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.</p>

<b>D. Negotiations and Award</b>	
<b>26. Negotiations</b>	<p>26.1. The negotiations, if any, will be held, at the address, date and time indicated in the <b>Data Sheet</b> 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.</p> <p>26.2. 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.</p>
<b>a. Availability of Key Experts</b>	<p>26.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12.3 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>26.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Financial negotiations</b>	<p>26.5 There shall be no financial negotiations.</p>
<b>27. Conclusion of Negotiations</b>	<p>27.1. 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.</p> <p>27.2. 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>
<b>28. Award of Contract</b>	<p>28.1. Subject to ITC 27 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 <b>Data Sheet</b>.</p>

<p><b>29. Grievance Redressal Mechanism</b></p>	<p>29.1 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>29.2. 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>29.3. 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>29.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>29.5. 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>29.6. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its uploading.</p> <p>29.7. 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>29.8. 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>29.9. 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>29.10. 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>29.11. 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>
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**30. Mechanism of Blacklisting**

- 30.1 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;
- 30.2 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.
- 30.3 The procuring agency shall give minimum of seven days to the bidder or contractor for uploading of written reply of the show cause notice.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 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.
- 30.8 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.
- 30.9 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>30.10 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>30.11 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>30.12 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: Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
2.1	<p><b>Name of Procurement Agency:</b> Small &amp; Medium Enterprises Development Authority (SMEDA)</p> <p><b>Name of Assignment:</b> <b><u>“Impact Evaluation &amp; National SME Policy Development 3.0”</u></b></p> <p><b>Estimated Cost of Assignment:</b> Rs. 45.0 million</p> <p><b>Method of Procurement:</b> Single Stage Two Envelop Method</p> <p><b>Eligibility Criteria:</b> As given in Section 5 of RFP document.</p> <p><b>Applicable Selection Technique:</b> Quality &amp; Cost Based Selection (Q&amp;CBS) for procurement of consultancy services as specified in Regulation 3 (B) of the Procurement of Consultancy Services Regulations, 2010.</p>
6.3	The debarred firms and individuals as mentioned at the PPRA website ( <a href="https://ppra.org.pk/">https://ppra.org.pk/</a> ) will be rejected before evaluation.
<b>B. Preparation of Proposals</b>	
9.1	<p>The <b>language of the Bid</b> is <b>“English”</b></p> <p>All correspondence shall be in English language.</p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b>SIMPLIFIED TECHNICAL PROPOSAL (STP):</b></p> <p><b>PDF Document with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>1. FORM TECH-1</li> <li>2. FORM TECH-4</li> <li>3. FORM TECH-5</li> <li>4. FORM TECH-6</li> <li>5. Scanned copy of Bid Securing Declaration Form</li> <li>6. Undertaking regarding not being Blacklisted on prescribed format</li> <li>7. ANNEXURE -A (Applicant Information Form &amp; Specific Experience)</li> <li>8. ANNEXURE – A (1) (Litigation History)</li> </ol> <p>Uploading of the Technical Proposal in a wrong format may lead to the</p>

	<p>Proposal being deemed non-responsive to the RFP requirement.</p> <p><b>PDF Document with the Financial Proposal (clearly marked):</b></p> <p>9. FIN-1</p> <p>10. FIN-2</p> <p><b>TECHNICAL PROPOSAL:</b>  Consultant needs to upload PDF documents of technical proposal on EPADS duly signed and stamped.  The PDF file, including copy of Proposal Securing Declaration, of the Technical Proposal shall be uploaded, clearly marked “TECHNICAL PROPOSAL”, name of the assignment, name and address of the Consultant. The scanned copy of Bid Securing Declaration shall also be uploaded on EPADS separately before the submission of Technical and Financial Proposal. The original Bid Securing Declaration shall be submitted to this office on given address.</p> <p><b>FINANCIAL PROPOSAL:</b>  Consultant needs to upload PDF file of financial proposal on EPADS duly signed and stamped.</p> <p>The PDF file of the Financial Proposal shall be clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>The proposals (technical and Financial) will be evaluated on <b>Quality &amp; Cost Based</b> method. The documents shall bear the submission address, the name of the assignment, Consultant’s name and the address.</p> <p><b>Note:</b>  Proposals shall be uploaded on EPADS on or before the dead line of uploading.</p>
10.2	Statement of Undertaking shall be included in Form Tech-1.
12.1	<p><b>Proposals shall be valid until 120 days</b> from the closing date of uploading of Proposals. All Proposals should be accompanied by a scanned copy of <b>bid securing declaration</b> on legal Stamp Paper of minimum PKR 100/- and must have 28 days more validity than the Proposal validity.</p> <p>Scanned copy of Bid Securing Declaration shall be uploaded along with the technical proposal on EPADS.</p> <p>The Bid Securing Declaration of unsuccessful bidders will be returned upon award of work to the successful bidder whereas the Bid Securing Declaration of the successful bidder will be returned after the signing of contract on written request and submission of performance guarantee.</p>

12.13	<p>The successful bidder shall submit Performance Guarantee of an amount equal to <b>5%</b> of the contract price, in the form of a Call Deposit Receipt (CDR) / Bank guarantee/DD/Pay Order from any scheduled bank duly registered on the State Bank of Pakistan website.</p> <p>Validity of Performance guarantee will be more than 03 months after the completion date of assignment as per the contract agreement. Performance guarantee will be returned after three months from the date of issuance of the completion certificate.</p>
13.1	<p>Request for clarifications (if any), must be <b>uploaded on e-PAD</b> 7 days prior to the date of submission. The procuring agency will respond online upon receipt of any clarification before given date and time.</p>

15.2	<p><b>The Technical Proposal</b> shall be comprising of data required in the eligibility &amp; evaluation criteria as mentioned in <b>Section 5</b> on forms as mentioned in <b>Section 6</b></p> <p>The electronic submission of the Technical Proposal in an incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
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16.1	<p>a. The <b>Financial proposal</b> shall be based on Form FIN-1 &amp; FIN-2 and deemed to be inclusive of all expenses (whatsoever it is) including remuneration for Key Experts and Non-Key Experts as well as applicable taxes and duties etc.</p> <p>b. Any proposal containing alternate/conditional Bid will be rejected.</p>
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16.2	<p>“Information on the Consultant’s tax obligations can be found under the relevant provisions of the Income Tax Ordinance, 2002 available at <a href="http://fbr.gov.pk">fbr.gov.pk</a> 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.</p> <p>No price adjustment provision will be applicable.</p>
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16.3	<p>The Price for Services should be stated in Pakistani Rupee (PKR)</p> <p>The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.</p>
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<b>C. Submission, Opening and Evaluation</b>	
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17.7	<p><b>The Proposals must be uploaded on EPADS not later than:</b>  Date: March 04, 2026  Time: 2:00 PM</p>
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19.1 & 19.5	<p><b>The opening of Technical Proposal shall take place through EPADS at the address given below:</b></p> <p>Date: March 04, 2026 Time: 2:30 PM</p> <p><b>The address is:</b> Small and Medium Enterprises Development Authority (SMEDA) 4<sup>th</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111 111 456</p>
21.1	<p>The Technical Evaluation Criteria, sub criteria and point system for evaluation is mentioned in the Section 5 of this RFP.</p> <p><b>At least 70% marks out of total marks shall be required for further evaluation.</b></p>
22.1	<p>The Financial Proposals shall be opened, on date and time announced by procuring agency at the following address: Small and Medium Enterprises Development Authority 4<sup>th</sup> Floor, Building no.3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Pakistan. Ph: +92 42 111-111- 456</p>
24.1	<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>
25.1	<p>A. Total Marks for Technical Proposal (St) = 100 Marks to be obtained for further evaluation 70% Minimum Technical Marks for eligibility out of 70% (St) = 49</p> <p>B. Total Marks for Financial Proposal (Sf) = 30 The marks will be awarded as per scoring criteria given below: Lowest Financial Proposal (Sf) = 30 marks Relative point scores for others</p> <p>C. Total Marks Calculation Criteria: Proposals are Ranked (S) according to their combined Technical &amp; Financial Marks as: <math>S = St + Sf</math> The weightage given to the Technical (T) and Financial (P) Proposals are: <math>T(\%) = 70\% \quad P(\%) = 30\%</math> 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; <math>T + P = 1</math>) as following: <math>S = St + Sf.</math></p>

## D. Negotiations and Award

<b>26.1</b>	<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 <b>will be communicated later after selection of Most Advantageous bidder on EPADS at the following address:</b></p> <p>Small and Medium Enterprises Development Authority (SMEDA), 4<sup>th</sup> Floor, Building No.3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Pakistan Ph: +92 42 111-111- 456</p>
<b>28.1</b>	<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"><li>a) eligible in accordance with the provisions of ITC 6;</li><li>b) is not in conflict with any other law, rules, regulations or policy of the Federal Government;</li><li>c) is determined to be qualified to perform the Contract satisfactorily; and</li><li>d) Successful negotiations have been concluded, if any.</li><li>e) Successful bidder shall have to deposit a performance guarantee equal 5% of the contract amount before signing of contract.</li></ol> <p>Procuring Agency shall upload all documents including evaluation reports, minutes of meetings, contract documents etc. in PDF and bidder shall submit a performance guarantee, Letter of Acceptance and signed contract etc in the PDF file in the following manner:</p> <ul style="list-style-type: none"><li>• On EPADS website</li><li>• The uploading will be done as per provisions given in EPADS Regulations as well as PPRA Rules</li><li>• The successful consultant shall start working on assignment within 05 days from the date of signing of contract agreement.</li></ul>

## Section 4

### Scope of Work / Terms of Reference (ToRs)

#### Project Title: “Impact Evaluation & National SME Policy Development 3.0”

##### **Background:**

The National SME Policy 2021 was developed as a framework, clearly stipulating government of Pakistan’s intentions and direction to support creating an enabling environment for new businesses and expansion of existing businesses. The policy provided measures for boosting SME sector contribution to national economic development. Key interventions were identified at the demand and supply sides which included initiatives for enhancing SMEs access to finance, reducing regulatory burden, providing access to technology, skilled labor and infrastructure, Women Entrepreneurship Development as well as market access. An action plan of prioritized interventions was also developed and coordination & monitoring mechanisms put in place in the shape of a National Coordination Committee on SMEs (NCC) and Provincial Working Groups (PWGs).

The Policy has been in place for nearly past 5 years. Given dynamism of the economy, it is important to undertake an independent impact assessment to gauge whether the policy has been able to realize its goals, identify gaps and to lay the foundations of and guide the path of development of a next generation National SME Policy, in wake of government’s Uraan Pakistan Program, National Industrial Policy and National Transformational Plans. This study will combine quantitative and qualitative methods to assess the policy’s impact, develop a new National SME Policy and provide technology solution for development of a digital coordination, monitoring, and evaluation (M&E) framework for real-time policy tracking and reporting.

The subject assignment shall have the following distinct key components:

- A. Impact Evaluation of National SME Policy 2021
- B. Develop National SME Policy 3.0
- C. Design of a Digital Coordination, M&E Framework

##### **Objective of the Assignment:**

The consultants will:

1. Assess the overall impact of SME Policy 2021 on SME growth, competitiveness, employment generation, innovation, and exports.
2. Evaluate implementation effectiveness of policy measures across federal and provincial institutions.
3. Identify gaps and bottlenecks in policy design, coordination, and delivery.
4. Document gender and inclusion dimensions, including women-led and youth-led enterprises.
5. Recommend evidence-based measures for the next SME policy cycle.
6. Develop National SME Policy 3.0
7. Design and Development of a digital coordination and M&E framework to institutionalize monitoring, data integration, and accountability mechanisms.

##### **Scope of Work**

###### **A. Impact Evaluation of National SME Policy 2021**

###### **Inception Phase:**

- Review National SME Policy 2021 and action plan.
- Develop an Impact Evaluation Framework aligned with global best practices for evaluating policy frameworks, such as OECD-DAC evaluation criteria (relevance, effectiveness, efficiency, impact, sustainability).

- Establish evaluation questions and indicators linked with SME Policy outcomes and int'l commitments including SDG targets.
- Prepare an Inception Report including methodology, work plan, and stakeholder engagement strategy.

### **Quantitative Analysis**

- Collect and analyze secondary data from government agencies (SMEDA, SECP, FBR, SBP, provincial departments, etc.).
- Conduct benchmark survey of SMEs, appropriate representative sample across regions, sectors, and firm sizes to assess policy impact on:
  - Access to finance
  - Regulatory simplification
  - Access to markets (domestic and export)
  - Innovation and technology adoption
  - Business performance (turnover, employment, productivity, exports)
- Use econometric methods (e.g., difference-in-difference, propensity score matching) where feasible to attribute outcomes to policy interventions.

### **Qualitative Analysis**

- Conduct Key Informant Interviews (KIIs) with policymakers, SME associations, chambers of commerce, trade associations, financial institutions and other institutional stakeholders.
- Organize Focus Group Discussions (FGDs) with SMEs (including women, youth, and marginalized groups).
- Assess institutional coordination and governance mechanisms at the federal and provincial/regional levels.

### **Synthesis & Policy Recommendations**

- Integrate quantitative and qualitative findings.
- Identify lessons learned and policy design gaps.
- Develop evidence-based recommendations for the next SME Policy 3.0
- Present a Draft Impact Evaluation Report for stakeholder validation.
- Finalize report incorporating feedback

## **B. Design of National SME Policy 3.0**

Design a forward-looking, evidence-based, and inclusive National SME Policy. The new policy must integrate lessons learned, strengthen institutional coordination, embed robust monitoring and evaluation frameworks, and leverage digital technology for real-time implementation tracking.

### **Literature Review**

- Review impact evaluation of SME Policy 2021.
- Conduct consultations with federal/provincial governments, private sector, SME associations, chambers, academia, and development partners.
- Benchmark SME policies of peer economies and international best practices
- Identify challenges (access to finance, markets, technology, informality) and emerging opportunities (digitalization, green growth, regional trade etc.) to assess and establish baseline.

### **Policy Formulation**

- Develop draft National SME Policy document with actionable interventions, timelines, and resource requirements.
- Align with national policies and plans such as Uraan Pakistan, 5E framework, industrial, trade, digital, climate and other such policies as well as Sustainable Development Goals.
- Incorporate cross-cutting priorities: women's entrepreneurship, youth employment, sustainability, and inclusion.
- The draft policy must be accompanied by an Action Plan, clearly delineating roles, responsibilities and estimated resource requirements.

- To the extent possible, areas for private investment and /or public private partnership initiatives to implement policy be identified.

#### **Governance & Institutional Structure**

- Propose an institutional mechanism for policy oversight and coordination.
- Define roles of federal ministries, provincial departments, SMEDA, regulators, private sector bodies, and other stakeholders.
- Suggest a legal/regulatory framework to institutionalize coordination and accountability.

#### **Monitoring & Evaluation Framework**

- Develop a Results Framework with outcomes, outputs, and process indicators.
- Identify baselines, targets, and data sources.
- Propose periodic review processes (annual progress reviews, mid-term evaluation, final evaluation).
- Integrate accountability and transparency mechanisms to capture public sentiment on efficacy of policy and reporting on results.

### **C. Design of a Digital Coordination, M&E Framework**

A centralized, real-time digital system to monitor implementation of the National SME Policy 3.0, track progress against KPIs, ensure accountability, and provide an interactive interface for both public and private sectors shall be developed. The digital system should serve as a decision support system and have features to incorporate new modules, as may be required.

#### **Policy Implementation Tracker**

- The National SME Policy Action Plan shall be digitally available with provisions to track progress and provide status update.
- In order to monitor implementation and achievement of milestones and KPIs, develop visual dashboards (graphs, heatmaps, trend lines etc.) showing progress vis-a-vis targets.
- The system should have the ability to send automated alerts & notifications as reminders, especially in case of delayed actions.

#### **Data Integration & Analytics**

- Integration with key federal/provincial systems (SBP, SECP, FBR, provincial industries departments etc.).
- Data cleaning and validation protocols.

#### **Stakeholder Coordination Module**

- Online workspace for proposed governance mechanism at federal and provincial / regional levels.
- Meeting scheduling, task assignment, and document sharing.
- Feedback loop for stakeholders to submit inputs or concerns.
- Recommend mechanisms for continuous stakeholder engagement (annual SME forums, private-sector consultations).

#### **SME Feedback & Grievance Redressal**

- Portal for SMEs to log issues (e.g., access to finance, regulatory barriers, technology issues etc).
- Ticketing system for government response and resolution tracking.
- Feedback analytics to inform policy adjustments.

#### **Public Transparency Portal**

- Public-facing interface with selected KPIs and progress updates.
- Success stories and case studies.
- Open data downloads for researchers and media.

#### **Capacity Building & Knowledge Transfer**

- Develop guidelines/manuals for implementing institutions. This should also include training modules for policy implementation, data reporting, and dashboard use.

### Commencement and Duration of Assignment

- **Commencement of Assignment:** The number of days shall be fifteen (15) days after the date of signing of Contract Agreement.
- **Duration:** Duration of the assignment (all of the **3 key components** of the assignment) is **12 months**.

### Terms of Payment

Payments shall be released by the Procuring agency to the consultancy firm, at procuring agency's choice, either in the form of Cheque/(s) drawn in the favor of the firm or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favor of consultant. If Letter of Credit is opened in favor of consultancy firm, the cost (commission and bank charges) of L/C shall be the responsibility of the consultant.

The payment to the successful Consultant shall be made as per the following schedule:

<b>Sr. No.</b>	<b>Items / Output / Deliverable</b>	<b>Payment (%age of Contract Value)</b>	<b>Condition for Release of Payment</b>
1	Submission and Approval of Inception Report	Up to 20%	Submission of invoice and acceptance of deliverable by the SMEDA management.
2	Submission and Approval of Impact Evaluation of National SME Policy 2021	Up to 60%	Submission of invoice and acceptance of deliverable by the SMEDA management.
3	Develop National SME Policy 3.0 along with a Digital Coordination, M&E Framework	Up to 100%	Submission of invoice and acceptance of deliverable by the SMEDA management.

### NOTE:

- The firm will be paid as per agreed terms and conditions.
- Payments will be made, on submission of invoice by the consultant upon completion of above deliverables.

## **Section 5**

### **Eligibility and Evaluation Criteria**

Consultancy firms should provide documentary proofs (where applicable) against below requested information:

#### **1. Eligibility Criteria**

- Must be incorporated/registered with relevant government authority for having legal status.
- Must be registered with relevant tax authorities. Must have NTN / STRN registration. Should be on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).
- Must have atleast 1 International Origin Expert having experience in the areas of SME Development, Policy & Program Design and Impact Assessment / Monitoring & Evaluation.
- Must have verifiable consultancy experience - **Use Annexure A**
- Must have average annual revenue of PKR 75 million within previous three years as per audited financial statements / Tax Returns / Bank statement - (Proof of the same to be included in technical proposal)
- Submit an Affidavit on legal stamp paper of minimum PKR 100/- confirming that the firm has not been blacklisted or debarred by any Government organization and the firm has read and understood **SMEDA Blacklisting Policy 2023** which shall be an integral part of this document.
- Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/- in favor of **Small and Medium Enterprises Development Authority** on prescribed format.

A proposal not meeting the eligibility criteria as listed above shall be rejected.

#### **2. Evaluation Criteria**

**Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposal is as under:**

Total Points Available: 100

Minimum Required Technical Score to Qualify: 70

Marks obtained by the bidder out of 100 = St

Division of Technical scores is given below:

#### **1. Applicant (firm) Profile (10 marks)**

The marks will be awarded as per scoring criteria explained below:

##### **(i) General Experience of the Consultant (Company/Firm) - 10 marks**

- Length of Incorporation as a Consulting Firm /Company
- More than or equal to 15 Years: 10 marks
- Less than 15 Years: Relative marking will apply based on years of experience.

NOTE: Please provide documentary proof of Company / Firm Formation and Registration

#### **2. Specific Experience of the Consultant (Firm) (50 marks)**

The projects should be in the following domains:

- Impact Evaluation
- Policy Development
- Monitoring & Evaluation

The score will be awarded as per criteria given below:

- Financial value of projects should be Rs 10 Million or above
- No. of relevant consultancy assignments in last 10 years:
  - One (1) Relevant assignment = 10 marks
  - Five (5) or greater than 5 relevant assignments = 50 marks (maximum)

A maximum of **05 assignments** should be submitted that the consultant sees most relevant to the prescribed assignment will be selected out of total quoted assignments, which will then be evaluated on the basis of their relevance to the TORs. **The consultant must identify and clearly mark assignments for evaluation as “Relevant Assignment” for evaluation in this section.** The scores will be assigned as per following criteria:

*NOTE: submission requirement as per Annexure-A (Continued) – Specific Experience of the Consultant (as a firm / company) relevant to the Assignment.*

**3. Adequacy and quality of the proposed approach, methodology and work plan in response to the Terms of Reference: (20 Points)**

{**Notes to Consultant:** The Procuring Agency will assess whether they have the comprehensive understanding of the assignment, the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}. SMEDA may invite the bidder to give presentation on the above.

**Criteria;**

- (a) Understanding of the assignment. **5 marks**
- (b) Proposed Methodology and Work Plan **15 marks**

**4. Proposed Key Experts qualifications and competence for the Assignment: (20 marks)**

The firm is required to propose up to **5 key experts**, who would be deployed for the assignment. The 20 marks are distributed equally among the **5 key experts**, with each expert getting **4 marks** maximum.

The key experts’ field of qualification and expertise should be as per the areas given below. Scores will be awarded to key experts as per following criteria:

**Qualification**

Minimum **16 years** of qualification in one or more of the following fields is mandatory for key experts:

Economics, Business Administration, Marketing, Finance, Public Policy, International Development, Information Technology, Data Science, or any other discipline relevant to the study focus areas.

**Key Expertise of Experts:**

The proposed key experts should comprise of the following expertise.

- i. SME Expert
- ii. Impact Assessment Expert
- iii. Public Sector Development Expert
- iv. Policy & Advocacy Expert
- v. Finance Expert
- vi. Monitoring Evaluation & Learning (MEL) Expert

**Relevant Experience of Key Experts assigned to this assignment – (20 marks in total) (Maximum 4 marks per Individual/Key Expert). Only one expert against each of the above professional expertise will be evaluated.**

- More than 10 Years: (4 marks per expert).
- Between 6 to 10 Years: (2 marks per expert).
- Between 1 to 5 Years: (1 mark per expert).

**Submission requirement as per TECH-6. Please do specify “Key Experts” and “Non-Key Experts” separately and clearly mentioning.**

**CALCULATION OF TOTAL MARKS:**

**Technical Proposal Evaluation = 70%**

**Financial Evaluation = 30%**

## **Section 6**

### **Submission Form**

This part of the RFP contains the following submission forms;

1. FORM TECH-1
2. FORM TECH-4
3. FORM TECH-5
4. FORM TECH-6
5. Bid Securing Declaration Form
6. Undertaking regarding not being Blacklisted on prescribed format
7. ANNEXURE A (Applicant Information Form & Specific Experience)
8. ANNEXURE A (1) (Litigation History)
9. FIN-1: Financial Proposal Submission Form
10. FIN-2: Summary of Costs

## Technical Proposal –Standard Forms

### Checklist of Required Forms

Required for STP (✓)	FORM	DESCRIPTION	<i>Page Limit</i>
✓	TECH-1	Technical Proposal Submission Form.	
“✓” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“✓” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	TECH-6	Key experts details of education and relevant assignments/experience and also attached Curriculum Vitae (CVs)	
✓	Annexure-A	1. Applicant Information Form 2. Specific experience of the Consultant (as a firm/ company) relevant to the Assignment	
✓	Annexure-A (1)	Litigation History	

**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}

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

Dear Sir:

We, the undersigned, offer to provide the consulting services for **“Impact Evaluation & National SME Policy Development 3.0”** 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.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We 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) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We 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, we undertake to observe the laws against fraud and corruption, including bribery, in force in Pakistan.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 28.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## **FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Understanding of Assignment** {please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). Please do not repeat/copy the TORs in here.}
- b) **Proposed Methodology and Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments on TORs (if any)**

## FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES(INDICATIVE)

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1													
D-2													
D-3													
D-4													
D-5													
D-6													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (for STP)

**Team Composition and Key Experts' details**

S.no	Name (KEY EXPERTS)	Position in this assignment	Qualification/Degree	Years of Education	*Years of Experience (Relevant to the assignment)

\*List down details of experience for each Key Experts mentioned in above table (documentary evidence/proof of experience must be attached herewith. In case the said verifiable documentary evidence is not provided, the experience will not be considered.) as required under the Data Sheet ITC21.1. As per below table.

**Experience details of Key experts**

S.no	Name (KEY EXPERTS)	Relevant Assignment/study name	Duration of assignment/study	Organization name	Summary of assignment

Form TECH-6  
(Continued)

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Work history/experience details:** {Starting with present position, list in reverse order. Please provide dates, name, titles of positions held, types of activities performed and location of the assignment, All Past assignments that is relevant/ not relevant to the assignment need to be included.}

<b>Period</b>	<b>Name of Assignment &amp; Organization</b>	<b>Title/Position</b>	<b>Summary of the assignment</b>	<b>Relevant/Non relevant to the Assignment</b>	<b>Contact info for references</b>
[e.g., May 2005-present]	[e.g., Ministry of .....,	advisor/consultant to...			Name/designation: Tel/cell..... e-mail.....;

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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## 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.

We, the undersigned, declare that:

1. According to your conditions, Proposals must be supported by a Proposal Securing Declaration.

We accept that we 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 we:

- (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 SRFP 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): \_\_\_\_\_

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**UNDERTAKING REGARDING NOT BEING  
BLACKLISTED**

*(Printed and signed on Rs 100 stamp paper)*

Date DD-MM-YYYY

To,

**General Manager Outsourcing Management - SMEDA**

4<sup>th</sup> Floor, Building No. 3,

Aiwan e Iqbal Complex,

Egerton Road, Lahore

Tel: 042-111-111-456

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

**Dear Sir,**

It is hereby declared that [Organization Name] is/are neither blacklisted by any Government authority, department or other relevant body in Pakistan nor debarred by the Authority. The [Organization Name] 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](http://www.smeda.org) and its provisions have been read and accepted as a part and parcel of the bidding documents/contract.

**Authorized Person**

Name:

Designation:

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

**Annexure – A**  
**1. Applicant Information Form**

S #	Required Information	Response
1	Legal name of the Firm	
2	Year of Registration	
3	National Tax Number	
4	Core business area(s) of the organization (Please indicate up to top three areas only)	
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy / Copies of Registration Certificate(s))	• Public Sector Organization
		• Section 42 Company
		• Public Ltd. Company
		• Private Ltd. Company
		• Partnership Firm
		• Others (Please specify)
6	Geographical Presence of the firm	
Please provide details		
6	<b>Name and designation of ‘Head of Organization’/Company directors or founders</b>	
	Years of association with the firm:	
	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
Website address:		
7	<b>Name and designation of ‘Authorized Contact Person’:</b>	
	Phone/s:	
	Mobile:	
	Email:	

**Annexure – A (Continued)**

**2. Specific experience of the Consultant (as a firm/ company) relevant to the Assignment**

(Provide Documentary Evidence\*\*)

<b>Relevant Experience (Project Sheet No. 1*)</b>			
<b>Sr. #</b>	<b>Required Information</b>	<b>Response (Please provide exact information with project title, location/s and duration)</b>	
1	Project Title [The project title means the actual name of the project]		
2	Name & Industry of the Employer		
3	Scope of assignment & Role of the Applicant	[Attach separate sheet and provide page reference number here]	
4	Year / Duration of Assignment	Year: XXXX Duration (Months)	
5	Cost of the Assignment (Rs.)		
5	Contact details of Employer, Location(s) Country / City		
6	Project Status	• Completed	
		• In Progress	
7	Please specify the magnitude of project	Relevant Indicator	Value (Rs)

**\*Copy the above table for another response.**

**\*\* Only Projects/Assignments with Verifiable Documentary Evidence, along with Cost of Assignment, Duration must be enclosed in the bidding document. In case the said verifiable documentary, evidence is not provided, the experience will not be considered.**

**Verifiable Documentary Evidence should be attached next to the sheet and could be one of the following:**

- **Completion Certificate of the assignment / project.**
- **Award of Work / Agreements / Contracts of the completed Assignment / Project.**

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**Annexure – A (1): Litigation History**

<b>Sr. No</b>	<b>Party / Parties of the claim or dispute</b>	<b>Nature of claim or dispute</b>	<b>Amount of the claim or dispute</b>	<b>Date initiated</b>	<b>Status (award for or against the Bidder, pending or ongoing)</b>

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## FORM FIN-1: Financial Proposal Submission Form

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{Location, Date}

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

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Dear Sir:

We, the undersigned, offer to provide the consulting services for “**Impact Evaluation & National SME Policy Development 3.0**” in accordance with your Request for Proposal dated [insert date] and our Technical Proposal.

Our 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.*

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

---

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Form FIN-2: Summary of Costs

	<b>Cost</b>
Item	{Consultant must state the proposed Costs in accordance with Clause 16.1 of the Data Sheet}
<u><b>Total Cost of the Financial Proposal:</b></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. **Advance Payment: No** advance payment is applicable for this job.
3. **Schedule of Payments:** Payments shall be released by the Procuring agency to the consultancy firm, at procuring agency's choice, either in the form of Cheque/(s) drawn in the favor of the firm or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favor of consultant. If Letter of Credit is opened in favor of consultancy firm, the cost (commission and bank charges) of L/C shall be the responsibility of the consultant. The payments will be made to the consultant on the completion and submission of deliverables after deducting applicable government taxes. The Consultant shall submit the invoice only after the approval of deliverables by the Client.
4. The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
5. The work/reports/deliverables against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.
6. Payment shall be made in Pak. Rupees, by submission of invoices. The payment will be made through cross-cheque to the consulting firm as per deliverables within thirty (30) days of submitting verified invoice to the Client.
7. Any proposal containing alternate/ conditional bid will be rejected

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**PART II**  
**Section 7 - CONTRACT FORMS**  
**Contract for Consultancy Services**

**Project Name: Impact Evaluation & National SME Policy Development 3.0**

**Contract No.** \_\_\_\_\_

**between**

Small & Medium Enterprises Development Authority (SMEDA)

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

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# Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . .

To: . . . . .[Name and address of the contractor]

Subject: . . . . .[Notification of Award Contract No.]

This is to notify you that your Bid dated . . . . .[date]. . . . . for execution of the . . . . .[name of the contract and identification number, as given in the Bid Data Sheet] . . . . . for the Accepted Contract Amount of the equivalent of . . . . . [amount in words and figures and name of currency]. . . . ., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

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**FORM OF PERFORMANCE GUARANTEE  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with  
address: \_\_\_\_\_

Name of Principal (Contractor) with  
address: \_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of \_\_\_\_\_ Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank &

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Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

---

## 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”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (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) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Time Schedule
    - Appendix C: Remuneration for Services  
Schedule of Payment
    - Appendix D: Special  
Conditions

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract, including; Appendix A, Appendix B, Appendix C, Appendix D.

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Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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*

---

*or Name of a Joint Venture] [Authorized Representative of*

*the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

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*[Authorized Representative on*

*behalf of a Joint Venture] [add*

*signature blocks for each member if*

*all are signing]*

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## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
[Procuring agency/Employer]

\_\_\_\_\_  
[Contractor]

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# GENERAL & SPECIAL CONDITIONS OF THE CONTRACT

## A. General Provisions

<b>1. Definitions</b>	<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"><li>(a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in Pakistan.</li><li>(b) <b>“Procuring Agency”</b> means “Small &amp; Medium Enterprises Development Authority (SMEDA)</li><li>(c) <b>“Consultant”</b> means a consulting firm as defined in ITC;</li><li>(d) <b>“Contract”</b> means an agreement enforceable by law;</li><li>(e) <b>“Contractor”</b> means consultant, firm, company or an organization who undertake to provide consultancy services as RFP;</li><li>(f) <b>“Day”</b> means calendar day unless indicated otherwise.</li><li>(g) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</li><li>(h) <b>“Experts”</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</li><li>(i) <b>“GCC”</b> means these General Conditions of Contract.</li><li>(j) <b>“Government”</b> means the Government of Pakistan.</li><li>(k) <b>“Joint Venture (JV)”</b> means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</li><li>(l) <b>“Key Expert(s)”</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</li><li>(m) <b>“Local Currency”</b> means the currency of Pakistan</li><li>(n) <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</li><li>(o) <b>“Party”</b> means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.</li><li>(p) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</li></ul>
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	(q) <b>“Services”</b> 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 or in Appendix A hereto, if the same is finalized in the result of any clarification whatsoever it is.
<b>2. Relationship between the Parties</b>	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.
<b>3. Law Governing Contract</b>	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan.
<b>4. Language</b>	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.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	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.  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.
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in Terms of Reference/ <b>Appendix A</b> hereto.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
<b>9. Authorized Representatives</b>	9.1. 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.

<p><b>10. Fraud and Corruption</b></p>	<p>10.1 Public Procurement Regulatory Authority requires that Procuring Agencies as well as consulting firms under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>10.2 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>10.3 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>10.4 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>10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.</p>
<p><b>B. Commencement, Completion, Modification and Termination of Contract</b></p>	
<p><b>11. Effectiveness of Contract</b></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>
<p><b>12. Termination of Contract for Failure to Become Effective</b></p>	<p>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.</p>
<p><b>13. Commencement of Services</b></p>	<p>13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.</p>
<p><b>14. Expiration of Contract</b></p>	<p>14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>

<p><b>15. Entire Agreement</b></p>	<p>15.1. 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.</p>
<p><b>16. Modifications or Variations or Extension in the Timeline / Duration of the Contract</b></p>	<p>16.1. 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>16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p> <p>16.3. Any Extension in the Timeline / Duration of the Deliverables or in the overall contract, may only be granted after the approval of competent authority and must be recorded and communicated in writing.</p> <p>16.4. The Procuring Agency may extend time limits of the contract in unavoidable circumstances. However, if the consultant fails to meet timelines/duration of deliverables, due to his negligence, a penalty @ 1% of contract amount shall be imposed subject to a maximum of 10% of total consideration.</p>
<p><b>17. Force Majeure</b></p>	
<p><b>a. Definition</b></p>	<p>17.1. 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>
	<p>17.2. 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>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>

<p><b>b. No Breach of Contract</b></p>	<p>17.4. 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><b>c. Measures to be Taken</b></p>	<p>17.5. 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>17.6. 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>17.7. 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>17.8. 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"> <li>(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</li> <li>(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.</li> </ul> <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 41.</p>
<p><b>18.Suspension</b></p>	<p>18.1. 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.</p>

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**19.Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

<p><b>a. By the Procuring Agency</b></p>	<p>19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) 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"> <li>(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;</li> <li>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members 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;</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 41</li> <li>(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;</li> <li>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</li> </ul> <p>19.1.2 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 (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p><b>b. By the</b></p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring</p>

<p><b>Consultant</b></p>	<p>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 41 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 41.</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><b>c. Cessation of Rights and Obligations</b></p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.</p>
<p><b>d. Cessation of Services</b></p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<p><b>e. Payment upon Termination</b></p>	<p>19.1.6 Upon termination of this Contract, the Procuring Agency shall pay remuneration for Services satisfactorily performed prior to the effective date of termination;</p>

<b>C. Obligations of the Consultant</b>	
<b>20. General</b>	
<b>a. Standard of Performance</b>	<p>20.1 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 and safe and effective equipment, machinery, materials and methods. 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.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p>
<b>b. Law Applicable to Services</b>	<p>20.3 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.</p>
<b>21. Conflict of Interests</b>	<p>21.1 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.</p>
<b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b>	<p>21.1.1 The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>21.1.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>

<p><b>c. Prohibition of Conflicting Activities</b></p>	<p>21.1.3 The Consultant shall not engage, and shall cause its Experts, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>	<p>21.1.4 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p><b>22. Confidentiality</b></p>	<p>22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts 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 and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p><b>23. Liability of the Consultant</b></p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
<p><b>24. Insurance to be Taken out by the Consultant</b></p>	<p>24.1 The Consultant shall take out and maintain own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, if specified in the SCC, and at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>
<p><b>25. Accounting, Inspection and Auditing</b></p>	<p>25.1 The Consultant shall keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. Pursuant to Clause 10.1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub- Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.</p>

<b>26. Reporting Obligations</b>	26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in <b>Appendix A</b> read with section - 6, in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>27. Proprietary Rights of the Procuring Agency in Reports and Records</b>	Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.
<b>28.Code of Conduct</b>	1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.
<b>D. Consultant's Experts</b>	
<b>29.Description of Key Experts</b>	29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in <b>TORs</b> .
<b>30.Replacement of Key Experts</b>	Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.
<b>31. Removal of Experts</b>	<p>31.1. If the Procuring Agency finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.</p>
<b>E. Obligations of the Procuring Agency</b>	
<b>32.Assistance and Exemptions</b>	32.1 Unless otherwise specified in the <b>SCC</b> , the Procuring Agency shall extend its cooperation, if deemed necessary for completion of the assignment.

<b>33. Change in the Applicable Law Related to Taxes and Duties</b>	33.1 The consultant shall be liable to pay 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.
<b>34. Payment Obligation</b>	41.1 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 F below.
<b>F. Payments to the Consultant</b>	
<b>35. Remuneration</b>	35.1. The consultant shall be paid remuneration as per agreed terms and conditions.
<b>36. Taxes and Duties</b>	36.1 The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
<b>37. Currency of Payment</b>	37.1 Any payment under this Contract shall be made in the currency specified in the SCC.
<b>38. Mode of Billing and Payment</b>	<p>38.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) The Procuring Agency shall pay the Consultant's invoices within thirty (30) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.</p> <p>(b) <u>The Final Payment.</u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such</p>

	claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.
	( c ) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.  ( d ) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
<b>39. Interest on Delayed Payments</b>	39.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 38.1 (a), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
<b>G. Fairness and Good Faith</b>	
<b>40. Good Faith</b>	40.1 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.
<b>H. Settlement of Disputes</b>	
<b>41. Amicable Settlement</b>	<p>41.1. Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider 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. 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.</p> <p>41.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 41.1, 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> <p>41.3 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 the Service Provider.</p>

## Special Conditions of Contract (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b)	Small & Medium Enterprises Development Authority (SMEDA)
3.1	The Contract shall be construed in accordance with the law of Pakistan.
4.1	The language is: English
6.1 and 6.2	<p><b>The address is:</b>            General Manager – SME Policy &amp; Program Design Division            Small &amp; Medium Enterprises Development Authority (SMEDA)            4<sup>th</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore.            Tel: (042) 111-111-456</p> <p>Consultant: _____            _____            Attention: _____            E-mail (where permitted): _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b></p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b>            Deputy General Manager – SME Policy &amp; Program Design Division            Small &amp; Medium Enterprises Development Authority (SMEDA)            4<sup>th</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore.            Tel: (042) 111 111 456</p> <p><b>For the Consultant:</b>  <i>[name, title]</i></p>

12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>End of Services:</b> The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.</p> <p><b>Termination by the Client:</b> The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than ninety (90) days of the date of such termination.</p> <p><b>Termination by the Consultant:</b> The Consultant may suspend the Agreement by a written notice of sixty (60) days only if the Consultant does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the Consultant after sixty (60) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving thirty (30) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of sixty (60) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.</p>
13.1	<p><b>Commencement of Services:</b> The number of days shall be Fifteen (15) days after the date of signing of Contract Agreement</p>
14.1	<p><b>Expiration of Contract:</b> Unless extended in accordance with the GCC, the time period shall be 12 months from the Commencement Date of the Services. 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>
27.1	<p><b>Proprietary Rights</b> The consultant shall not use the documents for purposes unrelated to this contract without the prior written approval of the Procuring Agency. The Procuring Agency will have all proprietary rights as mentioned above, without breaching any legal or regulatory provisions regarding the data privacy and protection as mentioned in the relevant laws of Pakistan. The consultant will be required to practice strict confidentiality in execution of the assignment and will make sure that no part or whole of the information / document(s) is shared with any third person / organization without the explicit permission of the Client, either in printed, electronic or soft form.</p>
37.1	The currency of payment shall be in Pakistani Rupee (PKR)
38	Payments of consultant's services to be made as per terms of payment specified in Appendix-C read with Terms of Reference (ToR)

<b>38.1(b)</b>	The Consultant shall submit to the Procuring Agency Invoice of services rendered in accordance with terms of payment as specified in Appendix A (ToRs)
<b>38.1(c)</b>	<p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>
<b>39.1</b>	<b>The interest rate is:</b> Kibor + 0.1%
<b>41.</b>	<p><b>Dispute Resolution</b></p> <ol style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and 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 diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</li> <li>ii. At failure of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> <li>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in English language.</li> <li>iv. 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.</li> <li>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.</li> </ol> <p>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.</p> <p><b>Arbitrator’s fee:</b> The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p>

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	<p><b>Appointing Authority for Arbitrator:</b> 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.</p> <p><b>Rules of procedure for arbitration proceedings:</b> 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.</p> <p><b>Place of Arbitration and Award:</b> 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.</p>
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## **Appendices**

### **Appendix A – Terms of Reference**

This Appendix shall include the final Terms of Reference (TORs) worked out (if any, otherwise TORs/Scope of work mentioned in Section 4 of this RFP will be applicable) by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.

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## Appendix B – Time Schedule

### **B-1** Effective Date of Commencement of Services.

The date on which this Agreement shall come into effect is fifteen (15) days from the date when the Agreement is signed by both the parties.

### **B-2** Time Schedule of Services

Total time period for overall scope of work is **12 months** from commencement of services.

**B-3** In case of extension, no additional payment (beyond the contract amount) to the Consultant will be admissible.

**B-4** The Consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/ forfeiting of the remaining amount of the consultant by the Client.

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## Appendix C – Remuneration for Services & Schedule of Payment

### C-1 Total Remuneration

Total remuneration/contract amount is lumpsum, as per Most Responsive and the Most Advantageous Bid of the contract. This amount is inclusive of all applicable taxes, stamp duty and out of pocket expenses including, travelling and transportation cost, etc.

<b>Total (in words)</b>	
<b>Total (in figures)</b>	

- a) **Advance Payment:** No advance payment is applicable for this assignment.
- b) **Schedule of Payments:** Payments shall be released by the Procuring agency to the consultancy firm, at procuring agency's choice, either in the form of Cheque/(s) drawn in the favor of the firm or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favor of consultant. If Letter of Credit is opened in favor of consultancy firm, the cost (commission and bank charges) of L/C shall be the responsibility of the consultant. The payments will be made to the consultant on the completion and submission of deliverables after deducting applicable government taxes. The Consultant shall submit the invoice only after the approval of deliverables by the Client.
- c) The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
- d) The Work/Report/deliverables against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/deliverables is done partially by the consultant against the TORs.
- e) Payment shall be made in Pak. Rupees, by submission of invoices. The payment will be made through cross- cheque/LC to the consulting firm as per deliverables within thirty (30) days of submitting verified invoice to the Client.

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## Appendix D – Special Conditions

### D-1 REPRESENTATIVE OF THE CONSULTANT

Name:

Designation:

Address:

Cell #:

Email:

### D-2 REPRESENTATIVE OF THE CLIENT

Name:

Designation:

Address:

Cell #:

Email:

### D-3 VENUE OF ARBITRATION

1. Initially a Representative of the Client and Representative of the Consultant will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
2. In case the dispute can't be resolved amicably, it shall be referred for Arbitration to the CEO of the client.
3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Lahore.

### D-4 LOCATION OF THE COURTS / VENUE FOR DISPUTE

**Lahore**