

REQUEST FOR PROPOSALS (RFPs)

PROCUREMENT OF SERVICES OF A GRANT MANAGEMENT FIRM

FOR

Nationwide Rollout and Operationalization of 'Technical and Financial Grant Assistance Program' for SMEs



Small & Medium Enterprises Development Authority (SMEDA)

RFP No: SMEDA/OM/T&FGAP/ME P&PD/044

Issued on May 6, 2026

Request for Proposal
Proposal No: SMEDA/ OM/T&FGAP/ME P&PD/044
Procurement of Services of a
Grant Management Firm for
Nationwide Rollout and Operationalization of
‘Technical and Financial Grant Assistance Program’ for SMEs

1. The Small and Medium Enterprises Development Authority (SMEDA), in Micro-Enterprise Policy & Program Design Division, seeks to engage a Grant Management firm (or consortium) for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs.
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 all the eligible consulting firms or Consortium, 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 May 26, 2026 by 02:00 PM. Technical proposals will be opened through EPADS on the same day at 02:30 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 – Terms of Reference/Scope of Work
 - 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 contract PPRA’s technical team.*

Yours sincerely,

General Manager – Outsourcing Management Division
(Procuring Division: Micro Enterprise Policy & Program Design Division)
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**SMALL AND MEDIUM ENTERPRISES DEVELOPMENT AUTHORITY
(SMEDA)**

**REQUEST FOR PROPOSAL FOR THE PROCUREMENT OF CONSULTANCY
SERVICES for Nationwide Rollout and Operationalization of ‘Technical and
Financial Grant Assistance Program’ for SMEs.**

Section 1 – Letter of Invitation

1. The Small & Medium Enterprises Development Authority (SMEDA), in Micro Enterprise Policy & Program Design Division, invites Request for Proposals (RFP) from reputable firms (or consortium), registered with PPRA for e-procurement on EPADS and having relevant expertise and capacity for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs.
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 May 26, 2026 by 02:00 PM. Technical proposals will be opened through EPADS on the same day at 02:30 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), PPRA (www.ppra.org.pk), and EPADS (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
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Section 2: Instructions to Consultants
A. GENERAL PROVISION

<p>1. Definitions</p>	<p>1.1 Definition</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, as they may be issued and in force from time to time.</p> <p>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (Section 3 of this RFP) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or Joint Venture member(s).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>k) “LOI” means the Letter of Invitation being sent by the Procuring Agency for open competition (Section 1 of RFP).</p> <p>l) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>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>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>2. Introduction</p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant in accordance with the method of selection specified in the</p>

	<p>Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting Activities</p>	<p>(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting Assignments</p>	<p>(ii) Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p>
<p>c. Conflicting Relationships</p>	<p>(iii) Relationship with the Procuring Agency's staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the</p>

	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.
4. Unfair Competitive Advantage	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.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in section 4. 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 performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
6.	6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
b. Restriction for public employees	6.5. 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 (i) are on leave of absence without pay, or have resigned or retired;

	<p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (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> <p>(iii) their hiring would not create a conflict of interest.</p>
B. Preparation of Proposals	
7. General Considerations	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.
8. Cost of Preparation of Proposal	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.
9. Language	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 .
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>
11. Only One Proposal	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. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any
12. Proposal Validity	12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To

	<p>ensure the validity of proposal, it shall contain bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity (28) twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made through EPADS. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</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>c. Sub-Contracting</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</p>

	<p>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.</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 style="padding-left: 40px;">(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or</p> <p style="padding-left: 40px;">(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:</p> <p style="padding-left: 80px;">(i) sign the contract, or</p> <p style="padding-left: 80px;">(ii) furnish the required performance guarantee</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP, on EPADS before 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 style="padding-left: 40px;">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 style="padding-left: 40px;">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>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p style="padding-left: 20px;">i. 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>ii. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to upload a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Forms provided in Section 6 of the RFP.</p>
16. Financial Proposal	The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
a. Taxes	16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
b. Currency of Proposal	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall upload PDF files on EPADS, signed and complete Proposal comprising the documents and forms, in accordance with Clause 10 (Documents Comprising Proposal).</p> <p>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 style="padding-left: 40px;">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 "TECHNICAL PROPOSAL", Name of the Assignment, reference</p>

	<p>number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL May 26, 2026 at 02:30 PM.”</p> <p>17.5 Similarly, the PDF file of Financial Proposal, shall be clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>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 “DO NOT OPEN before May 26, 2026 at 02:30 PM.”.</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 Data Sheet, or any extension to this deadline.</p>
Withdrawal of bids	<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>
18. Confidentiality	<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 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>
19. Opening of Proposal (Technical Proposals)	<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</p>

	<p>address, date and time, specified in the Data Sheet. The Consultants/representatives, present shall, sign attendance sheet or digitally in case of online participation.</p> <p>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 Data Sheet. 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>20. Proposals Evaluation</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>21. Evaluation of Technical Proposals</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 Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be</p>

	<p>rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract</p> <p>22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed..</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 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>23.2 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>24. Correction of Errors</p> <p>a. Time-Based contracts</p>	<p>24.1 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>24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency’s evaluation committee will:</p> <ul style="list-style-type: none"> (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between <ul style="list-style-type: none"> (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or

	(iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
25. Taxes	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall deem to have been included all taxes and duties, in the proposal in accordance with the instructions in the Data Sheet .
26. Conversion to Single Currency	For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract .</p> <p>27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
D. Negotiations and Award	
28. Negotiations	<p>28.1. The negotiations, if any, will be held, at the address, date and time indicated in the Data Sheet with the Consultant or his representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2. 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>
a. Availability of Key Experts	28.3. 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>28.4. 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>
Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
b. Financial negotiations	<p>28.6 There shall be no financial negotiations, , however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.</p>
29. Conclusion of Negotiations	<p>29.1. 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>29.2. 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>
30. Award of Contract	<p>30. Subject to ITC 29, the 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:</p> <ul style="list-style-type: none"> (a) eligible in accordance with the provisions of ITC 6; (b) is determined to be qualified to perform the Contract satisfactorily; and (c) Successful negotiations have been concluded, if any.
31. Grievance Redressal Mechanism	<p>31.1 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>31.2. 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>31.3. 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>31.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5. In case, the complaint is filed after uploading the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its uploading.</p> <p>31.7. 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>31.8. 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>31.9. 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>31.10. 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>31.11. 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>
<p>32. Mechanism of Blacklisting</p>	<p>32.1 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:</p> <ul style="list-style-type: none"> 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; <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring</p>

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.

32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for uploading of written reply of the show cause notice.

32.4 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.

32.5 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.

32.6 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.

32.7 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.

32.8 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.

32.9 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.

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.

32.11 The committee shall serve a notice in writing 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 file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

32.12 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.

Section 3: Data Sheet

A. General	
ITC Reference	Clause
2.1	<p>Name of the Procuring Agency: Small & Medium Enterprises Development Authority (SMEDA)</p> <p>Name of Assignment: Procurement of Services of a Grant Management Firm for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs</p> <p>Method of Procurement: Single Stage Two Envelope Method</p> <p>Applicable Selection Technique: Quality & Cost Based Selection (Q&CBS) for procurement of consultancy services as specified in Regulation 3 (B) of the Procurement of Consultancy Services Regulations, 2010. Financial Proposal is to be submitted separately, through EPADS, as per the Single Stage Two Envelop Bidding Procedure</p>
2.3	<p>A pre-proposal conference/meeting will be held: <u>Yes</u></p> <p>Date of pre-proposal conference/meeting: May 18, 2026 Time: 11:30 AM</p> <p>Address: <u>SMEDA, 5th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore</u> Telephone: <u>+92 42 111-111-456</u> E-mail: <u>hayder.arshad@smeda.org.pk</u> Contact person/conference coordinator: Haider Arshad, Assistant Manager</p>
6.3	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>
B. Preparation of Proposals	
9.1	<p>The language of the Bid is “English” All correspondence shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>SIMPLIFIED TECHNICAL PROPOSAL (STP): PDF Document with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. FORM TECH-1 2. FORM TECH-4 3. FORM TECH-5 4. FORM TECH-6 5. Scanned copy of Bid Securing Declaration Form 6. Undertaking regarding not being Blacklisted on prescribed format 7. ANNEXURE -A (General & Specific Experience) 8. ANNEXURE – A (1) (Litigation History)

	<p>Uploading of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirement.</p> <p>PDF Document with the Financial Proposal (clearly marked):</p> <ol style="list-style-type: none"> 1. FIN-1 2. FIN-2 3. Statement of undertaking(if required under datasheet 10.2 below)
10.2	Statement of Undertaking shall be included in Form Tech-1.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p><u>NO</u></p>
12.1	Proposals shall be valid until 120 days from the closing date of uploading of Proposals.
12.13	<p>The successful bidder shall submit Performance Guarantee of an amount equal to 5% 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	Request for clarifications (if any), must be uploaded on e-PAD 7 days before the date of submission. The procuring agency will respond online, within 3 days, upon receipt of any clarification before given date and time.
15.2	<p>The format of the Technical Proposal to be submitted is: STP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>a. The Financial proposal shall be based on Form FIN-1 & FIN-2 and deemed to be inclusive of all expenses (whatsoever it is) including remuneration for Key Experts and Non-Key Experts as well as applicable taxes and duties etc</p> <p>b. The consultants must provide breakdowns of their costs for the different activities in FIN 2. Failure to provide the breakdown may risk the rejection of their proposals..</p> <p>c. Any proposal containing alternate/conditional Bid will be rejected.</p>
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 fbr.gov.pk as well as under the relevant provisions of the respective provincial revenue authorities managing sales tax on services. Consultant’s tax obligations in accordance with FBR law. No price adjustment provision will be applicable.</p>

16.3	The Price for Services should be stated in Pakistani Rupee (PKR) The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.
16.4	Financial proposal shall be stated in the currency of Pakistan.
C. Submission, Opening and Evaluation	
17.1	The consultants shall submit their proposals through EPADS
17.4	The consultants shall submit their PDF files of Technical and Financial Proposals on EPADS separately in the given slot.
17.7	The Proposals must be uploaded on EPADS not later than: Date: May 26, 2026 Time: 02:00 PM
19.1 & 19.5	The opening of Technical Proposal shall take place through EPADS at the address given below: Date: May 26, 2026 Time: 02:30 PM (Pakistan Standard Time) The address is: Small and Medium Enterprises Development Authority 4th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore, Pakistan Tel: (042) 111 111 456
21.1 (for STP)	The Technical Evaluation Criteria, sub criteria and point system for evaluation is mentioned in the Section 5 of this RFP. At least 70% marks out of total marks shall be required for further evaluation.
23.2	The Financial Proposals shall be opened, on date and time announced by procuring agency at the following address: Small and Medium Enterprises Development Authority 4th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore, Pakistan Tel: (042) 111 111 456
25.1	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. The cost of Stamp Duty on Contract Agreement will also deem to be included in the Contract Price.
27.1	The total score shall be calculated as per the formula and instructions given in Section 5 of this RFP. Total Marks for Technical Proposal = 100 Marks to be obtained for further evaluation minimum 70% Minimum Technical Marks to be obtained to qualify as responsive bidder out of 100 = 70 Technical marks obtained by the bidder out of 100 = St

	<p>B. Total Marks for Financial Proposal = 30</p> <p>The marks will be awarded as per scoring criteria given below:</p> <p>Lowest Financial Proposal = 30 marks</p> <p>Relative point scores for others Marks obtained by the bidder in financial proposal = Sf</p> <p>C. Total Marks Calculation Criteria:</p> <p>Proposals are Ranked (S) according to their combined Technical & Financial Marks as:</p> <p>$S = St + Sf$</p> <p>The weightage given to the Technical (T) and Financial (P) Proposals are:</p> <p>T(%) = 70%</p> <p>P(%) = 30%</p> <p>Proposals are ranked according to their combined Technical and Financial Marks using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal; T + P = 1) as following:</p> <p>$S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
<p>28.1</p>	<p>The date for contract negotiations, if any, shall be as decided by the Client</p> <p>The Address for negotiations shall be:</p> <p>Small and Medium Enterprises Development Authority (SMEDA), 4th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore, Pakistan Ph: +92 42 111-111- 456</p>
<p>30</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.eprocure.gov.pk & www.ppra.gov.pk</p>

Section 4

Scope of Work / Terms of Reference (ToRs)

Project Title: Procurement of Services of a Grant Management Firm for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs

1.1 Duration of the Contract

The contract with the Grant Management Firm will be signed for two years. Later, depending on the project’s requirement, and the firm’s performance, the contract may be extended as per mutually agreed terms between the two parties.

1.2 Commence of Assignment

The assignment will commence within one week of the signing of the contract.

1.3 Objective of the Assignment

The Grant Management Firm (GMF) will be responsible for implementing SMEDA’s Technical and Financial Assistance (TFA) Grant Program, a matching grants program for SMEs, aimed at improving the bankability of the local SMEs. The firm will manage all the activities related to Program’s outreach, grant applications processing, grant disbursement and grant monitoring & reporting. GMF will operate as an independent unit, under the supervision of SMEDA, as per the standard operating procedures, laid down in the Program’s Operations Manual / Guidelines issued by SMEDA.

1.4 Introduction to Project

1.4.1 Background

Small and Medium Enterprises (SMEs) play a critical role in Pakistan’s economy, contributing substantially to employment generation, industrial output, and regional economic activity. Despite their economic importance, SMEs’ access to formal finance remains limited relative to sector potential. Their bankability remains low, and financial institutions prefer lending to large, well-established firms. This financing gap restricts SMEs growth, innovation, and their overall contribution to economic development.

Evidence confirms that the underlying constraint for SMEs’ lower bankability is not a shortage of liquidity within the banking system, but a structural misalignment between SME bankability readiness and institutional credit underwriting requirements. To address these systemic barriers, SMEDA has developed the Technical and Financial Assistance (TFA) Grant Program, a targeted intervention designed to strengthen SME financial preparedness, improve the quality of financing proposals entering the banking system, and support expansion of sustainable viability-based lending practices. The Program focuses on correcting upstream structural weaknesses that prevent otherwise viable enterprises from accessing formal financial services.

The program has been based on the findings of a diagnostic review that covered SMEs, representatives of chambers of commerce and trade associations, regulators, and senior SME banking and risk management officials across commercial and microfinance institutions. The review assessed the concept of bankability readiness, defined as the ability of enterprises to generate structured, verifiable financial and operational information aligned with lending standards.

The findings of the diagnostic study identified three binding structural constraints affecting SME financing outcomes. First, a Data Integrity and Bankability Gap, characterized by informal bookkeeping practices, incomplete financial documentation, and limited availability of standardized financial information required for credit assessment. Second, a Process and Capacity Misalignment, reflected in limited SME capability to present investment proposals and repayment projections in underwriting-ready formats. Third, Risk Appetite and Institutional Incentive Constraints, arising from information asymmetry, conservative institutional risk mandates, and the absence of structured mechanisms enabling SMEs to invest in productivity and transparency improvements that reduce lender uncertainty.

The constraints identified during the diagnostic phase were used as the basis to design a coherent Technical and Financial Assistance (TFA) Grant Program, as a structured, cost-sharing intervention aimed at enhancing SME bankability through targeted operational, managerial, and financial improvements. TFA program is operationally feasible, governance compliant, and closely aligned with financial sector requirements. The grants under the TFA Program directly address the identified structural barriers, ensuring clear traceability between diagnostic findings and corrective interventions.

1.4.2 Program's Interventions

The designed program interventions relate to digital financial management, business planning and financial modeling, technology and productivity enhancement, sustainable operations, supply-chain integration, branding and market positioning, and MSME service provider development. The interventions are organized under the following two broad categories:

1. **Process and Production Improvements**, aimed at strengthening productivity, operational efficiency, and revenue stability
2. **Management and Business Development Improvements**, focused on improving financial transparency, documentation quality, and investment readiness.

It is important mentioning that the TFA framework is not structured as a working capital subsidy or capital replacement mechanism. Instead, it functions as a bankability enhancement platform, linking grant support to measurable outputs that directly improve enterprise creditworthiness and underwriting feasibility.

1.4.3 Program's Implementation Structure

Program implementation is supported through a structured governance framework designed to ensure transparency, accountability, and operational efficiency. A fully integrated Management Information System (MIS) digitally manages the complete grant lifecycle, including application submission, screening process, evaluation record, approval decisions, disbursement data and monitoring and reporting processes. Institutional responsibilities are clearly separated across implementation and oversight functions, as summarized below:

- SMEDA Senior Management provides strategic oversight.
- The TFA Program Management Unit (PMU) / Team be the operational / implementation arm responsible for program execution, application management, monitoring coordination, and administration of the Management Information System (MIS).
- Technical verification and due diligence functions are supported by an independent Grant Management Firm (GMF).
- Final grant allocation decisions are undertaken by the Grant Approval Committee (GAC) notified by SMEDA.

1.4.4 Financing Products Details

1.4.4.1 Grant Types

The Program is centered on the following eight core Financing Products, each targeting a distinct barrier to bankability:

1. Digital On-Ramp Voucher
2. Investor Pitch & Financial Modeling Clinic
3. Input Financing Facilitation
4. Technology & Productivity Upgrade Grant
5. Green & Sustainable Business Transition Grant
6. Supply Chain Integration Grant
7. Brand & Market Positioning Grant
8. MSME Service Provider Development Grant

These eight grants have been divided between two categories. Details follow:

1.4.4.1.1 Category 1: Process & Production Improvement Grants

This category supports investments in physical assets, technology, and systems that enhance operational efficiency, productivity, compliance, and sustainability. The financing products under the Process and Production Improvements category, highlighting the areas of SME operational enhancement supported through targeted matching grant interventions, have been listed in Table 1.

Major Area of Improvement	Financing Product	Description	Example Grant Areas
Access to Finance & Working Capital Strengthening	Invoice Financing Facilitation Grant	Support to improve SMEs' readiness and eligibility for bank-led invoice discounting, supply chain financing, and receivables based financing facilities	Digital invoicing systems, receivables management software, ERP integration for invoice tracking, onboarding costs for bank invoice financing platforms
Technology & Equipment Up-gradation	Technology & Productivity Upgrade Grant	Co-financing for machinery, automation systems, and equipment that boost output and reduce costs	CNC machines, packaging lines, ERP systems, specialized production control software
Green & Sustainable Operations	Green & Sustainable Business Transition Grant	Support for eco-friendly technologies and practices that reduce operational costs	Solar panel installation, waste-water treatment plants, energy-efficient motors, ISO 14001 certification support
Supply Chain Integration	Supply Chain Integration Grant	Assistance to formalize SME linkages with large "lead firms" and meet supplier standards	Supplier qualification costs, quality management systems, batch tracing systems, vendor management software

Table 1 – Process and Production Improvement Grants

1.4.4.1.2 Category 2: Management & Business Development Improvement Grants

This category focuses on strengthening managerial capabilities, financial readiness, and market competitiveness. The financing products under the Management & Business Development Improvements category are listed in Table 2.

Major Area of Improvement	Financing Product	Description	Example Grant Areas
Financial Management & Digitalization	Digital Transformation Voucher	Subsidy for digital tools improving financial recording and reporting.	Cloud accounting software (QuickBooks, Zoho), POS systems, digital inventory management, e-invoicing solutions
Business Planning & Financial Modeling	Investor Pitch & Financial Modeling Clinic	Professional support to develop bank ready business plans and financial projections.	Business plan development, cash flow forecasting, loan application packaging, investor pitch deck design
Sales, Marketing & Branding	Brand & Market Positioning Grant	Branding Support to enhance market presence and customer reach.	Brand identity design, website development, digital marketing campaigns, trade fair participation, distributor network development
Service Provider Development	MSME Service Provider Development Grant	Support for strengthening SME service provider networks.	Training/certification programs, marketing & client acquisition, digital management tools, compliance & quality systems SME

Table 2 – Management and Business Development Improvement Grants

In addition to the financing products mentioned above, applications may also be received for some other needs of SMEs. Decision to entertain such applications will be taken by GAC TFA.

1.4.5 Program Scope

The TFA Grant Program operates as a structured cost-sharing mechanism designed to enhance SME bankability through targeted interventions across Pakistan.

1.4.5.1 Eligible SMEs

TFA Program is open to formally-registered SMEs operating in manufacturing, services, trade, agro-processing, and related productive sectors. The eligible SMEs must demonstrate:

- Active business operations
- Tax compliance status
- Willingness to provide matching cash contribution
- Commitment to formalization and performance reporting

1.4.5.2 Geographic Coverage

The Program is national in scope and is open to eligible SMEs across all provinces and regions of Pakistan (Islamabad, Punjab, Sindh, Khyber Pakhtunkhwa, Balochistan, Gilgit Baltistan, Azad Jammu & Kashmir).

1.4.5.3 Grant Size and Cost Sharing

The maximum grant amount is PKR 1.5 million across all eight Financial Products offered in the TFA Grant Program.

The Program operates on a standardized cost-sharing principle to ensure ownership, commitment, and financial discipline among the participating SMEs. Across all financing products, the Program provides support on a 70:30 matching basis, whereby SMEDA finances up to 70 percent of the approved project cost, and the participating SME contributes a minimum of 30 percent in cash. Grant payment to SMEs will be made only in reimbursement mode once they have already made expenses from their own sources.

1.4.5.4 Intervention Sequencing

An enterprise may combine complementary financing products. A maximum of two grants may be availed by an SME, however second application is contingent upon successful completion and demonstrated impact of the first intervention.

For detailed procedures for the implementation of TFA Grant Program, Operation's Manual / Guidelines will be issued by SMEDA

1.5 Scope of Work

The Grant Management Firm (GMF) will be responsible for supporting SMEDA in the implementation of Technical and Financial Assistance (TFA) Grant Program. Key areas and the support required under each of those is summarized in Table 3.

No.	Area	Role Summary
1.	Outreach	Support TFA PMU/Team in effectively launching, promoting, and managing the program through coordinated outreach and stakeholder engagement efforts.
2.	Application Receipt and Follow-up	Oversee and streamline the end-to-end application process, ensuring efficient handling, coordination, and progress management for all submissions.
3.	Application Evaluation	Conduct and manage evaluation process by assessing applications, verifying information, coordinating with stakeholders, justifying the need, ensuring transparent documentation and subsequent recommendations for decision-making for grant approvals.
4.	Grant Implementation and Reimbursement Processing	Manage and oversee grant disbursement process by preparing agreements, monitoring the approved procurement, verifying compliance, making grant payments through reimbursement to beneficiary SMEs and ensuring effective and transparent use of funds.
5.	Monitoring and Reporting	Monitor and report program performance, track progress, and ensure compliance while identifying issues, recommending improvements, and supporting corrective actions to achieve TFA Program targets.

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Table 3 – GMF Role Summary

Specific responsibilities of GMF under each of the above areas are narrated below:

Outreach

1. Support TFA Management in program’s launch by inviting ‘Call for Proposals’ and the associated outreach activities.
2. Carry out TFA Grant Program’s outreach activities as per the decisions of TFA Management. This will include the activities to be carried out at the Program’s launch and the follow-up activities as and when required.
3. Carry out outreach activities like program’s awareness/promotion on SMEDA’s official website/newspapers and social media platforms, information dissemination to SME representative bodies like Chambers of Commerce and Industry and sector associations, targeted email distributions, etc.
4. Organize and conduct awareness workshops and cluster events all across Pakistan to disseminate information about TFA Grant Program to SMEs. Numbers of the outreach workshops to be conducted in different provinces/regions of Pakistan during the two-year implementation period are shown in Table 4.

Province/Region	No. of Awareness Workshops		
	Year 1	Year 2	Total
Punjab	7	5	12
Sindh	3	3	6
Khyber Pakhtunkhwa	3	2	5
Balochistan	2	1	3
Islamabad	2	1	3
Gilgit Baltistan	2	1	3
Azad Jammu & Kashmir	2	1	3
Total	21	14	35

Table 4 – Awareness Workshops Details

Each workshop should have at least 50 participants, including SMEs from important sectors. Lists of the participating sector / trade bodies will be prepared in coordination with SMEDA.

5. Maintain a desk in the Program’s office for providing TFA Grant Program information to SMEs.
6. Outreach Plan to be prepared in consultation with SMEDA, including calendar of activities, venue, and other relevant details. Proposed Outreach Plan will be approved for go ahead by SMEDA.
7. Proof of Outreach activities, upon successful conclusion, to be provided to SMEDA in the form of including but not limited to attendance sheet, record note of activity, pictorial proof, etc.

Applications Receipt and Follow-up

1. Manage online submission of applications for TFA Grant Program through the Program’s Management Information System (MIS).
2. Provide support to SMEs for filling in and submitting online applications.
3. Carry out initial screening of the applications as per the eligibility criteria provided in the Program’s Operations Manual / Guidelines issued by SMEDA.
4. Ensure that the submitted applications are complete in all respects (eligibility and documentation) before they are finally accepted for processing.
5. Coordinate with the applicant SMEs for filling in any gaps in the submitted information and/or documents to ensure completeness of applications.

6. Keep a track of the applications inflow with respect to targets, and suggest appropriate actions to SMEDA's management to keep the flow on track.
7. Act as the first line of communication with the applicant SMEs to respond to their queries about their applications.
8. Keep a track of the status of all the received applications existing at different stages of processing.
9. Initiate appropriate actions for ensuring that the applications keep moving through different stages of processing.
10. Conduct any other necessary activity for effective and efficient submission and follow-up of TFA Grant Program applications.

Applications Evaluation

1. Evaluate the received applications as per the criteria and the standard operations procedures provided in the TFA Grant Program's Operations Manual / Guidelines issued by SMEDA.
2. Carry out verification of the information and the documentation provided by the applicants.
3. Carry out technical evaluation of each application to justify the need for the requested financial assistance as per the criteria provided in the Program's Operations Manual / Guidelines issued by SMEDA. The evaluation will include assessing relevant factors, such as value-addition of the proposed interventions to address the identified gaps, validation of procurement documents (quotations, etc.), technical specifications of the required machinery and/or equipment, reference checks with banks and business partners and physical visits of the applicants' sites for verification and validation of information/documents.
4. Ensure that all evaluation scores and supporting assessment remarks are recorded within the Program's MIS to ensure transparency, consistency, and audit traceability.
5. Coordinate with SME applicants for any queries, documentation or any other issues in the evaluation process.
6. Document the applications' evaluation results and prepare lists of qualified and rejected cases, as per the criteria provided in the Operations Manual / Guidelines issued by SMEDA.
7. Conduct validation of the financial statements and verification of the availability of the SME's matching share in the total value of grant.
8. Prepare cases of the qualified applications for presentation to Grant Approval Committee (GAC). Ensure provision of all the information required for decision-making by GAC, including complete documentation of each case.
9. Coordinate with TFA Program Management/Team for convening GAC meetings.
10. Present the completed grant cases in GAC meetings; prepare minutes of the meeting, including lists of the approved and rejected cases. Get the minutes approved by TFA Program Management/Team.
11. Send intimation letters to both the approved and rejected applicants as per the standard templates and the guidance provided in the Operations Manual / Guidelines issued by SMEDA. The rejected applicants should also be provided reasons for the decision.
12. Conduct any other necessary activity for effective and efficient evaluation of TFA Program applications.

Grant Implementation and Disbursement Processing

1. Prepare grant agreements of the successful SMEs. Carry out all the activities for signing of agreements between SMEs and SMEDA, as per the details provided in the Operations Manual / Guidelines issued by SMEDA.
2. Follow up with beneficiary SMEs to monitor the procurements so as to ensure that all the processes are carried out as per the grant agreements.
3. Ensure that all the payments to the SMEs are made in the form of reimbursement of the expenses which have already been done as per the grant agreement.
4. If required, carry out on-site verification (OSV) during implementation milestones. Upload the finalized OSV report into the MIS for Application approval processing.

5. Carry out the required due diligence and On Site Verification (OSV) before disbursing grant amounts and submission of supporting documentation by the beneficiary SMEs.
6. Ensure that grant amounts are transferred directly to the SMEs only through banking channel (business bank account) and not to vendors or service providers.
7. Release grant amounts to the beneficiary SMEs; subject to verification of the documentation mentioned in the Program's Operations manual / Guidelines issued by SMEDA.
8. Collect the evidence of outputs during the grant implementation phase, such as photographs, videos, copies of obtained certifications, published marketing materials, signed contracts with lead firms, and software license agreements, etc.
9. Conduct any other necessary activity for effective and efficient disbursement processing.

Monitoring and Reporting

1. Carry out performance monitoring of TFA Program with respect to the set targets and flag deviations to TFA Program Management/Team.
2. Initiate appropriate corrective and preventive actions, in coordination with TFA Program Management/Team, to effectively achieve the Program's targets.
3. Maintain an updated database of matching grants and a real-time progress tracking of all the received applications.
4. Develop and submit progress reports on a periodic basis, and as and when required by SMEDA's management.
5. Identify any issues in the Program's design and/or the operating grant processing procedures, and suggest amendments to make the Program's implementation more effective and efficient.
6. Document the lessons learnt during implementation and make suggestions to TFA PMU/Team to improve the implementation process.
7. Ensure strict compliance to standard operating procedures and the required documentation at all stages of matching grants processing.
8. Conduct brief surveys of the grant beneficiaries at the end of year 1 and year 2 to measure the Program's impact towards improving their bankability.

1.6 Deliverables

The Grant Management Firm will aim to disburse a total amount of PKR 900 million (PKR Nine hundred million) to SMEs in a period of two years. Maximum grant size will be PKR 1.5 million (PKR one million and five hundred thousand). It is important to note that there will be cases where the applicants will not apply for this maximum amount. There will also be cases where an applicant will apply for maximum amount but will get an approval for a smaller amount. This means the average grant size may actually be lower than the maximum.

GMF will have the following deliverables:

1. Number of Grant applications presented to GAC for approval
2. Number of Grant applications approved by GAC
3. Number of Grants Paid to the SMEs through reimbursement
4. Total Grant Amount Reimbursed to SMEs
5. Submission of Comprehensive semi-annual progress reports, in line with the requirement of SMEDA

1.7 Terms of Payment

The payment of Grant Management Firm will be calculated as a percentage of the amount of the approved grants. Total amount due against a grant application will be calculated by multiplying the approved grant amount with the agreed percentage factor.

Payments shall be made by the Procuring agency to the consultant, at Procuring Agency's choice, either in the form of **Cheque/(s)** drawn in the favor of the consultant or in the form of **Irrevocable Inland Letter of Credit (LC)** opened in the favor of Consultant. If Letter of Credit is opened in favor of consultant all costs (commission and bank charges, etc.) related to L/C opening, processing, extension, closing etc., shall be the borne of the consultant.

The payment to the successful Consultant shall be made in part or whole as defined in Table 5.

Serial No.	Milestone / Items / Output / Deliverable	Amount	Conditions for Release of Payment
1	Advance Payment	Up to maximum of 25% of the contract amount	<ul style="list-style-type: none"> • Upon submission of Bank Guarantee / Pay Order of equal amount. Advance payment if availed will be adjusted proportionately in subsequent payments
1	Upon submission of Applications/cases for the approval of the Grant Approval Committee (GAC)	20% of the total amount due against the No. of applications recommended for approval	<ul style="list-style-type: none"> • Invoice • Complete case files of applications submitted / recommended for approval • Detailed report of the outreach activities carried out during the period, as applicable
2	Upon Approval of the Grant Applications/cases by the GAC	30% of the total amount due against the No. of applications approved by the GAC	<ul style="list-style-type: none"> • Invoice • Complete case files of applications approved by the GAC • Approval of the GAC • Detailed report of the outreach activities carried out during the period, as applicable
3	Upon disbursement of Grant amount to applicants	50% of the total amount due against the amount of grants disbursed	<ul style="list-style-type: none"> • Invoice • Complete case files of applications approved by the GAC • Approval of the GAC • On Site Verification Report • Detailed report of the outreach activities carried out during the period, as applicable

Table 5 – Payment Milestones

The first tranche will be up to 20% of the total due amount and will be payable once the grant application has been evaluated, the case has been prepared and submitted for presentation before GAC. This amount will be calculated on the basis of the grant amount recommended by the Grant Management Firm (GMF) against the total No. of applications/cases presented to GAC for approval.

The second tranche will be up to 30% of the total due amount and will be payable once the grant case is approved by GAC. This amount will be calculated on the basis of the 'approved' grant amount and

not on the basis of the 'recommended' grant amount. Any difference in the due payment, arising due to difference between the 'recommended' and 'approved' grant amount will be adjusted at this payment stage. For example, if PKR 1000 was the recommended grant amount and the multiplying percentage factor was 10%, the amount due to GMF would be PKR 100. 20% (PKR 20) of this amount would be paid to GMF at the time of submission of the application to GAC. However, in case if GAC approves PKR 800 instead of the recommended PKR 1000, the amount due to GMF reduces to PKR 80 instead of PKR 100. Therefore, the amount payable to GMF as the second tranche would not be PKR 30 but PKR 20, since the total amount payable at this stage can be up to a maximum of 50% of the total due amount (PKR 40 in this case).

The third and final tranche of 50% will be paid once the approved grant money has been reimbursed to the beneficiary SME. The reimbursement will be made once the SME has completed the approved procurement process as per the signed grant agreement and have submitted the documentary proof of the transactions.

While submitting the financial bid, the bidding firms are required to quote the percentage factor that will be multiplied with the approved grant amount to calculate the total fee for processing grant applications. That will be the full and final payment to GMF and should cover all the costs of all the activities, including carrying out the initial assessments for preparing grant cases, submitting and presenting those cases to GAC and following up with the beneficiary SMEs for completing the procurement cycle and reimbursing the approved grant money to the SMEs. Apart from this, no other payment will be made to GMF.

The bidder quoting the lowest cost (percentage factor) will get the highest marks allocated for the financial bid.

It is reiterated that the final payment to GMF will be decided on the basis of the 'approved' grant and not on the basis of 'the 'recommended' grant.

1.7.1 Payment Frequency

Payment to GMF will be made on a monthly basis on submission of invoices against the above-mentioned deliverables. In line with the above-mentioned payment framework, the firm will calculate the payment for each month and submit its invoice to SMEDA. Payments will be made after completing the necessary verifications and procedures.

The firm would ensure that for getting payments, monthly invoice is raised only when at least 25 grant applications are ready for submission, either for initial presentation before GAC and/or for grant payment through reimbursement. If that number is less than 25, the payment against those applications would have to be requested in the following months.

Section 5

2.0 ELIGIBILITY AND EVALUATION CRITERIA

2.1 Eligibility Criteria

- i. Must be incorporated/registered having legal status.
- ii. Must be registered with all relevant tax authorities.
- iii. Should be on the Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).
- iv. Must have 10 years of verifiable consultancy experience. Please use Annexure-A
- v. Proof of financial stability having average annual revenue of at least PKR 20 Million only during last three (03) years (bank statement / audited financial statements / tax returns).
- vi. Affidavit on legal stamp paper of minimum PKR 100/- confirming that the firm has not been blacklisted or debarred by any Government organization.
- vii. Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/- in favor of **Small and Medium Enterprises Development Authority** on prescribed format.
- viii. Must have a valid proof of JV/Consortium or any sort of partnership etc.

Note: In case of JV, Consortium or any sort of Partnership evaluation shall be based on the credentials of the lead firm.

2.2 Evaluation Criteria

To technically qualify, applicant must score at least 70% marks out of total marks assigned for the Technical Proposal. The criteria and the marks system for the evaluation of the Technical Proposal is given below:

2.3 Technical Proposal Evaluation

Each application submitted in response to this RFP will be reviewed according to the process given below:

The criteria presented have been tailored to the requirements of this particular RFP. These criteria serve to: (a) identify the important areas that applicants should address in their applications and (b) set the standard against which all applications will be evaluated.

The received proposals will be evaluated by a Technical Evaluation Committee (TEC) according to criteria described below. Committee members will examine the logic, feasibility and appropriateness of the technical approach, including responsiveness to the assignment's requirements, indicators and the anticipated developmental impacts.

Technical proposal will be evaluated with reference to the firm's total general experience, specific experience, technical approach and methodology, and the profiles of the proposed team members. Total score for evaluation of technical proposal is 100, distributed between four factors, shown in Table 6.

Evaluation Factor	Marks
General experience	20
Specific experience	30
Technical approach and methodology	20
Team members	30
Total	100

Table 6 – Technical Proposal Evaluation Factors

2.3.1.1 General Experience

The applicant firm has to demonstrate its experience in development sector, preferably with a focus on SMEs. The firm with a total experience of 12 or more years will get the full 20 marks. In case of a consortium, the experience of the lead firm will be considered for rating this factor. The score will reduce proportionately with decrease of each year of experience. For example, the score of a firm with a total experience of 10 years will be 16.7 $[(10/12)*20]$. Minimum requirement is a total experience of 10 years. A firm having less than that will receive no marks against this factor.

2.3.1.2 Specific Experience

While evaluating the firm's specific experience, following two types of experiences will be considered:

- i) SME development
- ii) Grants program implementation

The bidding firms should aim to provide at least six projects during the last 5 years with financial value of minimum Rs. 10 Million per project, with three projects demonstrating each of these two types of experiences. Each project mentioned by the applicant firm will have a total of 5 marks, with the total six projects accounting for the total 30 marks assigned to the specific experience factor. Distribution of the score between two factors is shown in Table 7.

Evaluation Factor	Marks
3 SME development projects	15
3 Matching grants implementation projects	15
Total	30

Table 7 – Firm's Specific Experience Evaluation Factors Marks

A correction will be applied on the basis of relevance of the project for this proposal and the final marks for each project will be decided by multiplying the total marks for each project with the assessed relevance factor. The evaluating team will rate the relevance of the mentioned projects with respect to the project's size, nature of activities and success. Relevance will be rated as per the scale shown in Table 8.

Relevance Rating	Multiplying Factor
Very relevant	100%
Relevant	75%
Slightly relevant	25%
Not relevant	0%

Table 8 – Project Relevance Rating Scale

Thus if a project is rated as slightly relevant by the evaluating team, it will receive 1.25 points (5*25%). A hypothetical example of calculating firm's total points on specific experience is depicted in Table 9.

Project No.	Project's Name	Relevance Rating	Multiplying Factor	Corrected Points
SME Development Projects				
1	Project 1	Relevant	75%	3.75
2	Project 2	Very relevant	100%	5.00
3	Not provided			0.00
Matching Grants Implementation Projects				
1	Project 1	Not relevant	0%	0.00
2	Project 2	Slightly relevant	25%	1.25
3	Project 3	Very relevant	100%	5.00

Total				15.00
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Table 9 – Example to Calculate Firm’s Score of Relevant Experience

The firm is required to mention its relevant projects with respect to their relevance to the two types of experiences. There may be cases where a quoted project may have relevance to more than one evaluation factors. For example, a firm may have an experience of SME development project which is based on matching grant-based support. In such cases, the project may be counted only for one of the two types of experiences.

2.3.1.2.1 References

Applicants should provide valid references of all the mentioned projects. Technical Evaluation Committee may contact a reference to verify the bidding firm’s experience of the mentioned projects. Reference checks will include the quality of the service delivery in terms of the client’s overall satisfaction, timeliness of delivery and adherence to the contract conditions. Any misreporting about past experience may lead to disqualifying the applicant firm from participating in the process.

2.3.1.3 Technical Approach and Methodology

The proposed implementation approach and methodology should be with respect to the project’s details provided in the introduction. The suggested approach and methodology should have the ability to effectively:

- Reflect a sound understanding of TFA Program and its relevance for improving the bankability of SMEs
- Create awareness of the program through effective outreach activities
- Achieve TFA Program’s targets effectively and efficiently
- Demonstrate the practicality, keeping in view the local SME business environment
- Ensure transparency and accountability during implementation
- Ensure women participation in the program and addresses specific constraints in this regard
- Be innovative and creative to achieve the set results and maximize program benefits for the target beneficiaries

The firm should be able to demonstrate a comprehensive understanding of the assignment, clarity of the proposed approach and methodology, ability to effectively respond to the TORs, and presentation of realistic and implementable work plan. The bidding firm will be required to make a presentation on their proposed methodology and work plan, as part of the technical proposal evaluation.

2.3.1.4 Team Members (30 points)

The total marks for evaluation of the proposed implementation team have been divided between the proposed organizational structure, and the qualification and suitability of the proposed personnel. Distribution of total marks between the two factors is shown in Table 10.

Evaluation Factor	Marks
Proposed organizational structure for implementation	10
Key personnel	20
Total	30

Table 10 – Implementation Team Evaluation Factors Marks

2.3.1.4.1 Proposed Structure

The firm will provide an innovative organizational structure to effectively and efficiently carry out the activities mentioned in the scope of work, covering the following key functional areas:

- Overall management
- Outreach
- Grant Application Management
- Finance and Disbursement
- Monitoring and Reporting
- Support functions

The firm should identify the total manpower required for the project’s implementation, along with the reporting relationships in the form of an organogram. Each identified position should be justified by clearly providing its key role and responsibilities. The number of suggested positions should also be justified with respect to the expected work load and the geographical coverage of all provinces/regions. The proposal should mention not only the key positions but **ALL** the suggested positions.

Evaluation of the proposed structure will be carried out looking at the clarity of the roles of all the suggested positions for effectively covering the project’s activities, and the overall optimization of the suggested human resource strength. The above-mentioned functional areas may (or may not) be clubbed under any single suggested position.

2.3.1.4.2 Key Personnel (20 points)

The bidding firm should propose experts to manage the following three key functional areas:

- Head of the Management Unit (8 marks)
- Grant Management (6 marks)
- Finance and Disbursement (6 marks)

The proposed personnel will be evaluated with respect to their potential to optimally manage the implementation activities of the program. The extent to which key personnel possesses demonstrated experiential qualifications, professional competence and experience, relevant academic background, demonstrated success in carrying out similar activities will be evaluated. Past references of the work of the suggested personnel should be provided in the proposal. If required, the evaluation team may verify the information from the provided references. Any misreporting in this regard will lead to disqualifying the applicant firm from participating in the process.

Marks for personnel evaluation will be assigned as per the criteria shown in Table 11.

Position for Functional Area	Education	Experience
Head of the Management Unit (8 marks)	<ul style="list-style-type: none"> • Master’s degree in business management, engineering, economics or other relevant field (2 marks) • At least Bachelor’s degree in the above-mentioned fields (1 mark) 	<ul style="list-style-type: none"> • Maximum 6 marks for 10 years or more experience in SME development, grant implementation or development project management, relative marking for others up to a minimum of 7 years of experience
Grant Management (6 marks)	<ul style="list-style-type: none"> • Master’s degree in business management, engineering, economics or other relevant field (1 mark) 	<ul style="list-style-type: none"> • Maximum 5 marks for 8 years’ or more experience in SME development or grant implementation, relative marking for others up to a minimum of 5 years of experience

	<ul style="list-style-type: none"> • At least Bachelor’s degree in the above-mentioned fields (0.5 mark) 	
Finance and Disbursement (6 marks)	<ul style="list-style-type: none"> • Master’s degree in business management, finance & accounting, economics or other relevant field (1 mark) • At least Bachelor’s degree in the above-mentioned fields (0.5 mark) 	<ul style="list-style-type: none"> • Maximum 5 marks for 8 years’ or more experience in finance and accounting management or grant implementation, relative marking for others up to a minimum of 5 years of experience

Table 11 – Personnel Evaluation Criteria

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

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.	
“✓” applicable	If TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“✓” applicable	If Power Attorney	of	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	<ol style="list-style-type: none"> 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}

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

Dear Sir:

We, the undersigned, offer to provide the consulting services of a Grant Management Firm for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs 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 ITC 30.

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

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal}

- (a) Technical Approach, Methodology, and Organization of the Consultant's team
{please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), and your technical approach and the methodology for implementing the project. Please do not repeat/copy the TORs in here.}
- (b) ***Work Plan, Organization and Staffing.*** {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 schedule. 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 documents (including reports) to be delivered should be included here. The work plan should be consistent with the Work Schedule Form.}

The staffing should show all the suggested positions and the organizational reporting relationships for implementing the project as per the tasks provided in the scope of work.

Comments on TORs (if any)

- (c) {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

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

N°	Deliverables ¹ (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)

2.3.2 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 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)

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

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

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.}

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

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail, phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert _____ Signature Date _____

{day/month/year}

Name of authorized Representative of _____ Signature Date the Consultant
(the same who signs the Proposal)

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 SRF Documents.

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

Authorized Signature {In full and initials}: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

UNDERTAKING REGARDING NOT BEING BLACKLISTED

(Printed and signed on Rs 100 stamp paper)

Date DD-MM-YYYY

To,

General Manager Outsourcing Management - SMEDA
4th Floor, Building No. 3, Aiwan e Iqbal Complex, Egerton Road, Lahore
Tel: 042-111-111-456

Subject: UNDERTAKING REGARDING NOT BEING BLACKLISTED

Dear Sir,

It is hereby declared that [**Organization Name**] is/are neither debarred by any Government authority, department or other relevant body in Pakistan nor blacklisted 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 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	Name and designation of 'Head of Organization'/Company directors or founders	
	Years of association with the firm:	
	Mobile:	
	Phone/s:	
	Email:	
	Address of organization:	
	Website address:	
7	Name and designation of 'Authorized Contact Person':	
	Phone/s:	
	Mobile:	
	Email	

Annexure – A (Continued)

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

(Provide Documentary Evidence**)

Relevant Experience (Project Sheet No. 1*)								
Sr. #	Required Information	Response (Please provide exact information with project title, location/s and duration)						
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	<i>[Attach separate sheet and provide page reference number here]</i>						
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; padding: 5px;">Relevant Indicator</th> <th style="width: 30%; padding: 5px;">Value (Rs)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> </tbody> </table>	Relevant Indicator	Value (Rs)				
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 project / assignment will not be considered as Applicants experience.**

*** **Project / Assignment completed during the last 5 years with financial value of minimum Rs. 10 Million per project will be considered for further evaluation.**

*** **Only completed Projects / Assignments will be considered as Applicant’s experience.**

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

- **Award of Work / Contract Agreements / Completion Certificate of the completed Assignment / Project.**

Annexure – A (1): Litigation History

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

FORM FIN-1: Financial Proposal Submission Form

{Location, Date}

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

Dear Sir:

We, the undersigned, offer to provide the consulting services of a **Grant Management Firm for Nationwide Rollout and Operationalization of ‘Technical and Financial Grant Assistance Program’ for SMEs** in accordance with your Request for Proposal dated [insert date] and our Technical Proposal.

Our attached Financial Proposal is for a percentage factor of [-----%] which will be applied on the approved grant amount (as narrated in the TOR) to calculate the implementation fee for managing the TFA Program, ***must be 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

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.1 of the Data Sheet }
<u>Total Cost of the Financial Proposal (as a %age of approved Grant Amount):</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 etc.
2. **Advance Payment:** Up to 25% of the contract price upon submission of Bank Grantee / Pay Order equivalent to Advance amount.
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.

PART II
Section 7 - FORM OF CONTRACT
Contract for Consultant's Services

Project Name: [insert name]

Contract No. _____

between

Small & Medium Enterprises Development Authority (SMEDA)

and

[Name of the Consultant] Dated:

Dated: _____

Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, for an amount of Rs. *[Insert final contract amount]* for -----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

the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

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:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

The General Conditions of Contract

The Special Conditions of Contract;

Any other Law of Government of Pakistan for the time being in force, relevant to this contract.

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.

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

The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

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]

[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

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

FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

(Letter by the Guarantor to the Employer)

Guarantee No. Executed on _

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 _____ of _____(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 &

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 _____
	2. Name _____
_____ Corporate Secretary (Seal)	3. Title _____
2. _____	
_____ (Name, Title & Address)	_____ Corporate Guarantor (Seal)

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: _____
Value: _____
Contract Title: _____

Dated: _____ Contract

[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]

GENERAL & SPECIAL CONDITIONS OF THE CONTRACT

1. Definitions	<p style="text-align: center;">A. General Provisions</p> <p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan.(b) “Procuring Agency” means “Small & Medium Enterprises Development Authority (SMEDA)(c) “Consultant” means a consulting firm as defined in ITC;(d) “Contract” means an agreement enforceable by law;(e) “Contractor” means consultant, firm, company or an organization who undertake to provide consultancy services as RFP;(f) “Day” means calendar day unless indicated otherwise.(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.(h) “Experts” 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.(i) “GCC” means these General Conditions of Contract.(j) “Government” means the Government of Pakistan.(k) “Joint Venture (JV)” 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.(l) “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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.(m) “Local Currency” means the currency of Pakistan(n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.(o) “Party” means the Procuring Agency or the Consultant,
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	<p>as the case may be, and “Parties” means both of them.</p> <p>(p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p>
	<p>(q) “Services” means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Terms of Reference or in Appendix A hereto, if the same is finalized in the result of any clarification whatsoever it is.</p>
<p>2. Relationship between the Parties</p>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>3. Law Governing Contract</p>	<p>3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan.</p>
<p>4. Language</p>	<p>4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language.</p>

<p>5. Headings</p>	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>
<p>6. Communications</p>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<p>7. Location</p>	<p>7.1. The Services shall be performed at such locations as are specified in Terms of Reference/Appendix A hereto.</p>

<p>8. Authority of Member in Charge</p>	<p>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.</p>
<p>9. Authorized Representatives</p>	<p>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>

<p>10. Fraud and Corruption</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>
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	<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>
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B. Commencement, Completion, Modification and Termination of Contract

<p>11. Effectiveness of Contract</p>	<p>11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.</p>
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<p>12.Termination of Contract for Failure to Become Effective</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>13.Commencement of Services</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>14.Expiration of Contract</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>15.Entire Agreement</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>16.Modifications or Variations or Extension in the Timeline / Duration of the Contract</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>

17. Force Majeure	
a. Definition	<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>
b. No Breach of Contract	<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>
c. Measures to be Taken	<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</p>

	<p>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"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>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>18.Suspension</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>
<p>19.Termination</p>	<p>19. 1 This Contract may be terminated by either Party as per provisions set up below:</p>

**a. By the
Procuring Agency**

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):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 41
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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>b. By the</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>Consultant</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>c. Cessation of Rights and Obligations</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>d. Cessation of Services</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>e. Payment upon Termination</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>
<p>C. Obligations of the Consultant</p>	
<p>20.General</p>	
<p>a. Standard of Performance</p>	<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>
<p>b. Law Applicable to Services</p>	<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>
<p>21.Conflict of Interests</p>	<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>

<p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<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>
<p>b. Consultant and Affiliates Not to Engage in Certain Activities</p>	<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>c. Prohibition of Conflicting Activities</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>d. Strict Duty to Disclose Conflicting Activities</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>22. Confidentiality</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>

23. Liability of the Consultant	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.
24. Insurance to be Taken out by the Consultant	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.
25. Accounting, Inspection and Auditing	<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>
26. Reporting Obligations	26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A read with section - 6, in the form, in the numbers and within the time periods set forth in the said Appendix.

<p>27. Proprietary Rights of the Procuring Agency in Reports and Records</p>	<p>Unless otherwise indicated in the SCC, 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.</p>
<p>28.Code of Conduct</p>	<p>1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.</p>
<p>D. Consultant's Experts</p>	
<p>29.Description of Key Experts</p>	<p>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 TORs.</p>
<p>30.Replacement of Key Experts</p>	<p>Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.</p>
<p>31. Removal of Experts</p>	<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>
<p>E. Obligations of the Procuring Agency</p>	

32.Assistance Exemptions	and 32.1 Unless otherwise specified in the SCC , the Procuring Agency shall extend its cooperation, if deemed necessary for completion of the assignment.
33. Change in the Applicable Law Related to Taxes and Duties	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.
34. Payment Obligation	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.
F. Payments to the Consultant	
35.Remuneration	35.1. The consultant shall be paid remuneration as per agreed terms and conditions.
36.Taxes and Duties	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 .
37.Currency of Payment	37.1 Any payment under this Contract shall be made in the currency specified in the SCC .

<p>38.Mode of Billing and Payment</p>	<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>
	<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.</p>

	<p>(c) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>(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.</p>
39. Interest on Delayed Payments	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 .
G. Fairness and Good Faith	
40. Good Faith	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.
H. Settlement of Disputes	
41. Amicable Settlement	<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>The address is: General Manager – Micro-Enterprise Policy & Program Division Small & Medium Enterprises Development Authority (SMEDA) 5th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111-111-456</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><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>The Lead Member on behalf of the JV is</p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Deputy General Manager – Micro-Enterprise Policy & Program Division Small & Medium Enterprises Development Authority (SMEDA) 5th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111 111 456</p> <p>For the Consultant: <i>[name, title]</i></p>

<p>12.1</p>	<p>Termination of Contract for Failure to Become Effective:</p> <p>End of Services: 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>Termination by the Client: 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>Termination by the Consultant: 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>
<p>13.1</p>	<p>Commencement of Services: The assignment will commence within one week of the signing of the contract.</p>
<p>14.1</p>	<p>Expiration of Contract: Unless extended in accordance with the GCC, the time period shall be 24 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>
<p>27.1</p>	<p>Proprietary Rights 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</p>

	without the explicit permission of the Client, either in printed, electronic or soft form.
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)
38.1(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)
38.1(c)	The accounts are: for local currency: <i>[insert account]</i> .
39.1	The interest rate is: Kibor + 0.1%

41.

Dispute Resolution

- 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.
- 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.
- 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.
- 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.
- 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.

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

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.

Appendix B – Time Schedule

B-1 Effective Date of Commencement of Services.

The date on which this Agreement shall come into effect is seven (07) 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 **24 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.

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.

Total (in words)	
Total (in figures)	

- a) **Advance Payment:** Up to 25% of the contract price upon submission of Bank Grantee / Pay Order equivalent to Advance amount.

- 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.

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