Request for Proposal

Procurement of Consultancy Services to Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)
(Consultancy Services)

National

Single Stage-Two Envelope

August 03, 2026

SMEDA (Small and Medium Enterprises Development Authority (SMEDA)),Deputy General Manager
4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **SMEDA (Small and Medium Enterprises Development Authority (SMEDA))** has reserved Funds for the procurement planned for FY **2026-27**. The **SMEDA (Small and Medium Enterprises Development Authority (SMEDA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Procurement of Consultancy Services to Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)**" with the reference of "**P73417**"

2. The **SMEDA (Small and Medium Enterprises Development Authority (SMEDA))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/73417**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, August 31, 2026 01:00 PM**. Proposals will be opened on the same day at **Monday, August 31, 2026 01:30 PM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the

new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. 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.

1.3. 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 as specified in the Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. **General Considerations**

3.1. 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.

4. **Language**

5. 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.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. 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.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. 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.

7.3. 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.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant’s Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals’ submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. 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:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. 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.

10.1.3. 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.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in 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.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. 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.

13. **Currency of Proposal**

13.1. 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. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. 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 criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. 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.

18.2. The Procuring Agency's evaluation committee will

(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 (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.

19. **Conversion to Single Currency**

19.1. 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.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

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.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. 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.

20.3. **Least-Cost Selection.**

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 for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. 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.

22. **Availability of Key Experts**

22.1. 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 Clauses of 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.

22.2. 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.

23. **Award of Contract**

23.1. 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 Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **SMEDA (Small and Medium Enterprises Development Authority (SMEDA))**

The subject of procurement is: **Procurement of Consultancy Services to Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P73417**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, August 24, 2026

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6
ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 7
ITB Number 9.1

List of documents required along with the bid:

1. 1. FORM TECH-1

2. 2. FORM TECH-4

3. 3. FORM TECH-5

4. 4. FORM TECH-6

5. 5. Scanned copy of Bid Securing Declaration Form

6. 6. Undertaking regarding not being Blacklisted on prescribed format

7. 7. ANNEXURE -A (Applicant Information Form & Specific Experience)

8. 8. ANNEXURE – A (1) (Litigation History)

9. Uploading of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirement.

10. Financial Proposal (clearly marked): 1. FIN-1 2. FIN-2

BDS Clause Number 8
ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of __________person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9
ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Demand Draft**

BDS Clause Number 13
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, August 31, 2026 01:00 PM**

BDS Clause Number 15
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, August 31, 2026***

Time *:* ***01:30 PM***

BDS Clause Number 16
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18
ITB Number 21.5

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

G. Review of Procurement Decisions

BDS Clause Number 19
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm Company (Private Limited)	FBR (NTN) FBR (GSTN) SECP Registrar of Firms

Eligibility Criteria	Document
Must be incorporated / registered, having legal status with local office in Pakistan. Please provide scanned copy of firm’s legal registration documents.	Yes
Must have at least 10 years of verifiable experience. Please provide proof of verifiable experience as per Applicant Information Form attached as Annexure.	Yes
Must have NTN and STRN / PST registration with relevant tax authorities.	Yes
Should be on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).	Yes
Must have average annual revenue of PKR 100 million within previous three years as per Audited Financial Statements / Tax Returns / Bank Statement - (Proof of the same to be included in technical proposal).	Yes

Have not been debarred by any Government / semi government / autonomous organizations in Pakistan or blacklisted by the Authority -(Undertaking on legal Stamp Paper of PKR 100/- as per prescribed format as given in RFP document)	Yes
Proposal Securing Declaration on legal Stamp Paper of PKR 100/- (as per prescribed format as given in RFP document).	Yes
Experience of delivering business management and financial literacy interventions digitally. (Please provide project contract agreement / award of work / completion certificate)	Yes
Must have experience in designing and deploying all of the following:○ Mobile-based IVR surveys○ Targeted SMS campaigns○ Social media/ messaging chatbots○ Digital outreach campaignsSubmission requirements, referred below as demonstrated experience* (As Annexure attached in list of documents)	Yes
Submission of all the relevant Forms/Documents as per the criteria mentioned in Clause 10.1 of Section-3 (B) (Preparation of Proposals) of Data Sheet. Any missing Form / Document will lead to ineligibility.	Yes
Eligibility Criteria also attached in List of Document Section for clarity of bidders	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Technical Solution and Architecture (20 Marks)	
Integrated platform (IVR + SMS + chatbot + dashboard) Fragmented = 0; Partial = 3; Fully integrated = 5 (Qualitative)(Doc Required)	5
Telecom integration (Mobile Network Organization partnerships) None = 0; Proposed = 3; Existing agreements = 5 (Qualitative)(Doc Required)	5
System uptime commitment 0 = Not stated; 3 = ≥95%; 5 = ≥99% (Qualitative)(Doc Required)	5
Data security and hosting (Pakistan compliance) Weak = 1; Basic = 3; Strong + local hosting = 5 (Qualitative)(Doc Required)	5
Relevant Experience and Past Performance in last 5 years (20 Marks)	
Number of similar digital outreach projects (>100,000 users) 1 Project = 2 Marks Maximum up to 3 Projects (Qualitative)(Doc Required)	6
Experience with IVR/SMS systems at scale (>500,000 users) None = 0; Partial = 2; Full deployment = 4 (Qualitative)(Doc Required)	4
Experience in International Market (Minimum Project Cost USD 500,000) 1 Project = 3 Marks Maxi. (Maximum 02 Projects) (Qualitative)(Doc Required)	6

Experience in Pakistan (Minimum Project cost PKR. 50 Million) None = 0; One project = 2 Marks (Qualitative)(Doc Required)	2
Women-focused SME programs (Minimum Project Cost PKR 20 Million) None = 0; One project = 2 Marks (Qualitative)(Doc Required)	2
Advisory Model Strength (15 Marks)	
Tiered advisory model (Auto + Assisted + Expert) Absent = 0; Partial = 3; Full model = 5 (Qualitative)(Doc Required)	5
Defined advisory workflows and decision trees None = 0; Partial = 2; Detailed = 4 (Qualitative)(Doc Required)	4
Advisory coverage (all required thematic areas) Not provided = 0; Partial = 2; Full = 3 (Qualitative)(Doc Required)	3
Advisory conversion tracking (IVR → advisory) None = 0; Basic = 1; Strong = 3 (Qualitative)(Doc Required)	3
Training & Content Design (10 Marks)	
IVR-based structured training modules Not provided = 0; Partially covered = 2; Fully structured = 4 (Qualitative)(Doc Required)	4
Interactivity (quizzes, gamification, etc.) None = 0; Limited = 1; Strong = 3 (Qualitative)(Doc Required)	3
Localization (Urdu + regional languages) None = 0; Partial = 1; Strong = 3 (Qualitative)(Doc Required)	3
Data Systems and M&E (10 Marks)	
Approach to baseline and endline surveys Not provided = 0; Partially covered = 1; Fully structured = 3 (Qualitative)(Doc Required)	3
Monitoring systems for outreach, engagement, and training outcomes None = 0; Limited = 1; Strong = 3 (Qualitative)(Doc Required)	3
Data security and privacy protocols Not provided = 0; Provided = 2 (Qualitative)(Doc Required)	2

Use of dashboards and analytics for reporting and learning Not provided = 0; Provided = 2 (Qualitative)(Doc Required)	2
Key Experts & Organizational Capacity (10 Marks) The firm is required to propose up to 5 Key Experts. The total marks will be distributed equally, with each expert carrying a maximum of 2 Marks.	
First Key Expert: 1. Relevant qualifications and domain expertise (0.5 Marks) 2. Relevant experience in similar assignments (0.5 Marks) 3. Experience in digital, SME, or gender-focused programming (0.5 Marks) 4. Role clarity and relevance to assignment (0.5 Marks) (Qualitative)(Doc Required)	2
Second Key Expert: 1. Relevant qualifications and domain expertise (0.5 Marks) 2. Relevant experience in similar assignments (0.5 Marks) 3. Experience in digital, SME, or gender-focused programming (0.5 Marks) 4. Role clarity and relevance to assignment (0.5 Marks) (Qualitative)(Doc Required)	2
Third Key Expert: 1. Relevant qualifications and domain expertise (0.5 Marks) 2. Relevant experience in similar assignments (0.5 Marks) 3. Experience in digital, SME, or gender-focused programming (0.5 Marks) 4. Role clarity and relevance to assignment (0.5 Marks) (Qualitative)(Doc Required)	2
Fourth Key Expert: 1. Relevant qualifications and domain expertise (0.5 Marks) 2. Relevant experience in similar assignments (0.5 Marks) 3. Experience in digital, SME, or gender-focused programming (0.5 Marks) 4. Role clarity and relevance to assignment (0.5 Marks) (Qualitative)(Doc Required)	2
Fifth Key Expert: 1. Relevant qualifications and domain expertise (0.5 Marks) 2. Relevant experience in similar assignments (0.5 Marks) 3. Experience in digital, SME, or gender-focused programming (0.5 Marks) 4. Role clarity and relevance to assignment (0.5 Marks) (Qualitative)(Doc Required)	2
Understanding of SME Context and Assignment Objectives {Excellent = 80%-100% Very Good = 50%-70% Satisfactory = 20%-40%} (15 Marks)	
Understanding of SME ecosystem and barriers (access, mobility, digital gap), including women entrepreneurs. (Qualitative)(Doc Required)	5

Clarity in linking challenges to proposed solutions (Qualitative)(Doc Required)	5
Alignment with assignment objectives and expected outcomes (Qualitative)(Doc Required)	5

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)	**Address:** 4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **Schedule:** 36 Months **Quantity:** 1/Software	1/Software	0 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)

TORs (Terms of Reference):

Micro, Small and Medium Enterprises (MSMEs) are the backbone of Pakistan’s economy. MSMEs account for over 90 percent of all enterprises, contribute approximately 40 percent of GDP, and generate around 80 percent of non-agricultural employment. Despite this central role, the majority of MSMEs operate informally, remain disconnected from government support mechanisms, and struggle to scale productivity, investment, and job creation.

Structural constraints limit SME performance across four critical dimensions.

First, limited access to information and advisory support. Most MSMEs lack timely and practical guidance on taxation, registration, compliance, business management, and access to finance. Traditional advisory and training models rely heavily on physical outreach and one-off workshops, which are costly and unable to reach MSMEs at national scale.

Second, uneven digital access and adoption. Mobile connectivity in Pakistan is widespread, yet digital usage for productive business purposes remains uneven. While mobile phone ownership is high, many MSMEs, particularly micro and small firms, lack consistent access to smartphones, data connectivity, or advanced digital skills. One of the primary reasons is the high cost of smartphones, along with elevated data charges. This constrains their ability to use digital tools for customer engagement, record-keeping, payments, marketing, and formal interaction with government systems.

Third, low levels of financial inclusion. A significant share of MSMEs operates outside the formal financial system, restricting access to credit, insurance, and digital financial services. Gaps in financial literacy, documentation, and trust in formal institutions reinforce informality and limit business resilience.

Fourth, weak tax and regulatory compliance. Complex procedures, limited awareness, and fear of enforcement discourage MSMEs from registering and complying with tax and regulatory requirements. This results in lost revenue for the state, reduced access to formal finance for businesses, and constrained productivity growth across the SME sector.

These challenges are even more pronounced for women entrepreneurs. Pakistan is estimated to have approximately 3.22 million women entrepreneurs, most of whom operate as own-account workers in informal or semi-formal businesses. Structural barriers such as mobility constraints, restrictive social norms, limited asset ownership, and lower digital access further restrict women's ability to participate fully in the SME ecosystem.

Recent reporting indicates gradual progress in digital access. In 2024, approximately 45 percent of women in Pakistan used mobile internet, and the gender gap in mobile internet usage narrowed to 25 percent. However, affordability constraints, limited device ownership, and digital literacy gaps continue to restrict women's ability to use digital technologies consistently for business purposes.

Together, these challenges suppress SME productivity, limit job creation, and reduce the overall competitiveness of Pakistan's economy. Addressing them requires a shift from fragmented, small-scale interventions to continuous, scalable, and inclusive engagement models.

To address these challenges, SMEDA intends to respond by deploying a national, multi-year digital engagement program that leverages mobile-based channels to reach MSMEs at scale. By combining awareness campaigns, advisory support, training, and data collection through voice and messaging technologies, SMEDA aims to establish a scalable and sustainable engagement model that enables continuous communication with MSMEs, improves access to business support services, and generates real-time data to inform SME policy and programming.

The program will prioritize inclusive digital delivery models that work on basic mobile phones, enabling participation even where smartphone access, literacy levels, or data connectivity are limited. Special emphasis will be placed on engaging women-led MSMEs through tailored outreach and capacity-building interventions.

For detailed TOR's see Annuxure-1

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General Provisions

1. **Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**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.

1.12. "**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.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**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.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" 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.

2. **Relationship between the Parties**

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.

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

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 unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. **Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

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.

9. **Authorized Representatives**

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.

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

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.

12. **Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice 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.

13. **Commencement of Services**

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.

14. **Expiration of Contract**

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.

15. **Entire Agreement**

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.

16. **Modifications or Variations**

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, 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.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. 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.

17.1.2. 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.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. **No Breach of Contract**

17.2.1. 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.

17.3. **Measures to be Taken**

17.3.1. 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.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. 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.

17.3.4. 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:

17.3.4.1. 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

17.3.4.2. 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.

17.3.5. 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 49& 50.

18. **Suspension**

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.

19. **Termination**

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

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) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) 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 49

(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) 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, 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.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(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 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(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) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(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.

19.3. **Cessation of Rights and Obligations**

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.

19.4. **Cessation of Services**

19.4.1. 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.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

20.1.1. 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.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. 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 and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) 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.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants 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.

22. **Confidentiality**

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.

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 (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) 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**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to 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.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, 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.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. 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.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. **Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. 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 Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant 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.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants 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.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **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

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant’s invoices within sixty (60) 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.

(d) The Final Payment .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 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.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), 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

48. **Good Faith**

48.1. 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

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency 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.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, 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.

49.3. 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 Procuring Agency shall pay the Service Provider any monies due the Service Provider.

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: SMEDA (Small and Medium Enterprises Development Authority (SMEDA)), Deputy General Manager 4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Consultant Address:

The title of the subject procurement is:Procurement of Consultancy Services to Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is ___________ _______________________________ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

SMEDA (Small and Medium Enterprises Development Authority (SMEDA)), Deputy General Manager
4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-323-435-3663
sohailn@smeda.org.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be ______________________ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_________________ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _______________________ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

Same as per GCC Clause C. Obligations of the Consultant (Clause 20-29)

Additional General & Special Conditions of Contract (GCC & SCC) attached for information of bidders in List of Documents

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____________________ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise

delete.]

Price adjustment on the remuneration …………….. *[insert* "applies" *or* " does not apply"*]*

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 Contract – 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 future 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 Islamabad, 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 contract.

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 Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, 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 Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC 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 Bidder 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 Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P73417***

To: **SMEDA (Small and Medium Enterprises Development Authority (SMEDA)), Deputy General Manager 4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (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 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

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

2. 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;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

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;
- Appendices: Appendix
    - Terms of Reference Appendix
    - Key Experts Appendix
    - Remuneration Cost Estimates Appendix)
    - Reimbursable Cost Estimates Appendix
    - Form of Advance Payments Guarantee

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 Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) 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 *[Name of Procuring Agency]*

[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]

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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.

Performance Guarantee Form

Performance Guarantee Form

To: **SMEDA (Small and Medium Enterprises Development Authority (SMEDA)), Deputy General Manager 4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

____

[address]

____

[date}

Annexure

ToRs Annexure 1

Information (Read-Only)

See Form Under Additional Forms and Documents: **ToRs Annexure 1** (page number: 71)

Eligibility Criteria

Information (Read-Only)

See Form Under Additional Forms and Documents: **Eligibility Criteria** (page number: 78)

Evaluation Criteria

Information (Read-Only)

See Form Under Additional Forms and Documents: **Evaluation Criteria** (page number: 80)

Demonstrated Experience in Designing and Deploying Similar Projects

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Demonstrated Experience in Designing and Deploying Similar Projects** (page number: 84)

Form TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM** (page number: 85)

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

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT** (page number: 88)

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

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES (INDICATIVE)** (page number: 91)

FORM TECH-6 (for STP) Team Composition and Key Experts' details

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM TECH-6 (for STP) Team Composition and Key Experts' details** (page number: 93)

Bid Securing Declaration Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Securing Declaration Form** (page number: 97)

UNDERTAKING REGARDING NOT BEING BLACKLISTED

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **UNDERTAKING REGARDING NOT BEING BLACKLISTED** (page number: 98)

Annexure – A 1. Applicant Information 2. Specific Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure – A 1. Applicant Information 2. Specific Experience** (page number: 99)

Annexure – A (1): Litigation History

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure – A (1): Litigation History** (page number: 102)

FORM FIN-1: Financial Proposal Submission Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM FIN-1: Financial Proposal Submission Form** (page number: 103)

Form FIN-2: Summary of Costs

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form FIN-2: Summary of Costs** (page number: 105)

Additional GCC & SCC

Information (Read-Only)

See Form Under Additional Forms and Documents: **Additional GCC & SCC** (page number: 106)

Procurement Forms

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 129)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 131)

Additional Forms and Documents

Scope of Work / Terms of Reference (ToRs)

Project Title: "Procurement of Consultancy Services to Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)"

1. Background

Micro, Small and Medium Enterprises (MSMEs) are the backbone of Pakistan's economy. MSMEs account for over 90 percent of all enterprises, contribute approximately 40 percent of GDP, and generate around 80 percent of non-agricultural employment. Despite this central role, the majority of MSMEs operate informally, remain disconnected from government support mechanisms, and struggle to scale productivity, investment, and job creation.

Structural constraints limit SME performance across four critical dimensions.

First, limited access to information and advisory support. Most MSMEs lack timely and practical guidance on taxation, registration, compliance, business management, and access to finance. Traditional advisory and training models rely heavily on physical outreach and one-off workshops, which are costly and unable to reach MSMEs at national scale.

Second, uneven digital access and adoption. Mobile connectivity in Pakistan is widespread, yet digital usage for productive business purposes remains uneven. While mobile phone ownership is high, many MSMEs, particularly micro and small firms, lack consistent access to smartphones, data connectivity, or advanced digital skills. One of the primary reasons is the high cost of smartphones, along with elevated data charges. This constrains their ability to use digital tools for customer engagement, record-keeping, payments, marketing, and formal interaction with government systems.

Third, low levels of financial inclusion. A significant share of MSMEs operates outside the formal financial system, restricting access to credit, insurance, and digital financial services. Gaps in financial literacy, documentation, and trust in formal institutions reinforce informality and limit business resilience.

Fourth, weak tax and regulatory compliance. Complex procedures, limited awareness, and fear of enforcement discourage MSMEs from registering and complying with tax and regulatory requirements. This results in lost revenue for the state, reduced access to formal finance for businesses, and constrained productivity growth across the SME sector.

These challenges are even more pronounced for women entrepreneurs. Pakistan is estimated to have approximately 3.22 million women entrepreneurs, most of whom operate as own-account workers in informal or semi-formal businesses. Structural barriers such as mobility constraints, restrictive social norms, limited asset ownership, and lower digital access further restrict women's ability to participate fully in the SME ecosystem.

Recent reporting indicates gradual progress in digital access. In 2024, approximately 45 percent of women in Pakistan used mobile internet, and the gender gap in mobile internet usage narrowed to 25 percent. However, affordability constraints, limited device ownership, and digital literacy gaps continue to restrict women's ability to use digital technologies consistently for business purposes.

Together, these challenges suppress SME productivity, limit job creation, and reduce the overall competitiveness of Pakistan's economy. Addressing them requires a shift from fragmented, small-scale interventions to continuous, scalable, and inclusive engagement models.

To address these challenges, SMEDA intends to respond by deploying a national, multi-year digital engagement program that leverages mobile-based channels to reach MSMEs at scale. By combining awareness campaigns, advisory support, training, and data collection through voice and messaging technologies, SMEDA aims to establish a scalable and sustainable engagement model that enables continuous communication with MSMEs, improves access to business support services, and generates real-time data to inform SME policy and programming.

The program will prioritize inclusive digital delivery models that work on basic mobile phones, enabling participation even where smartphone access, literacy levels, or data connectivity are limited. Special emphasis will be placed on engaging women-led MSMEs through tailored outreach and capacity-building interventions.

2. Objective of the Assignment

The objective of this assignment is to design, deploy, and operate a national digital outreach, advisory, and capacity-building program for MSMEs, with a dedicated focus on expanding participation and support for women-led enterprises that directly addresses structural constraints and strengthens SME contribution to economic growth, employment, and formalization.

Specifically, the assignment will aim to:

- Expand inclusive SME outreach and registration by engaging businesses operating in informal and semi-formal sectors and developing a verified digital registry of MSMEs across Pakistan.
- Increase awareness of SMEDA services and government support programs through repeated digital engagement, targeting up to seven million MSMEs over a three-year period.
- Improve access to scalable business advisory and mentoring support by enabling on-demand, low-cost consulting services that respond to common SME challenges without reliance on physical presence or limited human advisory capacity.
- Deliver practical training and advisory support on business management, financial literacy, taxation, compliance, and market access through scalable voice and messaging-based channels.
- Strengthen SME productivity and management practices through targeted guidance and training on business management, operations, compliance, and growth decision-making.
- Promote digital adoption for productive business use by supporting MSMEs to use digital tools for customer engagement, payments, record-keeping, marketing, and access to services, rather than focusing solely on basic digital awareness.
- Support financial inclusion and formalization by delivering practical guidance on taxation, registration, legality, and access to financial services, reducing information barriers that discourage compliance.

- Generate actionable data and insights by collecting structured, periodic feedback from MSMEs to assess awareness, usage of services, constraints, and evolving support needs.
- Generate real-time, gender disaggregated data on MSME participation, constraints, and support needs to strengthen evidence-based policy and program design.
- Establish a sustainable and repeatable engagement model that enables SMEDA to maintain continuous communication with MSMEs over time, supporting policy design, program targeting, and impact measurement.
- Reduce participation barriers for women entrepreneurs through inclusive mobile-based delivery mechanisms that minimize reliance on smartphones, literacy levels, and physical mobility.
- To promote digital trust and enable safe digital adoption by strengthening user awareness across stakeholders.
- Strengthen language around productive digital use and business outcomes

3. Scope of Services and Tasks

The selected service provider will be responsible for the following tasks:

3.1 National Digital Awareness and Information Campaign

- Design and implement a multi-year digital outreach campaign targeting MSMEs nationwide.
- Engage at least **7 million** MSMEs over three years using mobile-based channels.
- Disseminate key information related to:
  - SMEDA's mandate, programs, and services
  - Government schemes and incentives for MSMEs
  - Regulatory updates and compliance requirements
- Utilize a mix of voice-based IVR and two-way messaging channels, including chat-based platforms, to ensure inclusivity and reach.
- The A2A platform shall provide MSMEs with both outbound engagement and inbound access mechanisms, enabling enterprises to seek advisory services, training, and information on demand through IVR, messaging platforms, short codes, or other appropriate channels.

3.2 Scalable Digital Business Advisory and Coaching Support

- Propose and deploy digital innovative approaches for delivering business consulting, coaching, and mentoring services at scale.
- Provide advisory support to at least **750,000 MSMEs** over the service delivery period. Advisory services mean structured, problem-solving support to MSMEs across key business functions, delivered through digital and assisted channels, enabling actionable decision-making rather than generic information dissemination.
- The advisory support should cover, at minimum, the following thematic areas:
  - Taxation and compliance
  - Business registration and legal formalization
  - Business management and operations
  - Digital adoption and financial services
- Enable MSMEs to access guidance and advisory services on demand, repeatedly, and free of cost.

- Ensure solutions are accessible to MSMEs using basic mobile phones, with minimal dependence on smartphones or continuous internet access.
- Partnerships with MNOs for inclusive access models e.g., zero-rated services, bundled offerings etc.
- Development of modules on fraud awareness, data protection, and safe digital usage for information dissemination among MSMEs.
- Use-case driven modules and nudges focused on real business applications

3.3 Voice-Based Training and Skills Development

- Design and deliver structured, remote training programs using voice-based IVR.
- Train at least **15,000 MSMEs** using modular lessons.
- Incorporate gamified and interactive content to improve engagement, comprehension, and retention.
- Focus training on practical, applied skills aligned with SME operational needs.

3.4 Digital Surveys and Data Collection

- Design and deploy periodic digital surveys to collect data from MSMEs.
- Engage at least **2,500 MSMEs** through structured surveys over the program lifecycle.
- Collect data on:
    - Awareness and use of SMEDA services
    - Business challenges and support needs
    - Knowledge, attitudes, and practices related to business management and compliance
- Ensure data is securely stored, anonymized where appropriate, and available for analysis and reporting.
- The collected and registered MSMEs data shall be integrated with, synchronized to, and maintained within SMEDA's existing SME Registration Portal (SMERP), which shall serve as the central repository and system of registered MSME data.

3.5 WE M4D - Using Digital Channels for Outreach, Registration and Women Entrepreneurs Training

The selected service provider will be responsible for implementing a comprehensive digital support program in line with the aforementioned scope of work i.e. 3.1~3.4 components of the scope of work for women-led MSMEs, structured across the following key areas:

- Strategic Outreach & Engagement: Designing a national digital strategy to reach women entrepreneurs, featuring multilingual messaging tailored for low-literacy audiences.
- Database & Registration: Implementing mobile-based remote registration to build and maintain a secure exclusive digital database of at least **10,000 women-led MSMEs**. The collected and registered MSMEs data shall be integrated with, synchronized to, and maintained within SMEDA's existing SME Registration Portal (SMERP), which shall serve as the central repository and system of registered MSME data.
- Curriculum Development: Creating modular training content optimized for audio and mobile delivery, covering business management, financial literacy, taxation, and digital growth tools.
- Remote Training Deployment: Delivering structured, self-paced training via voice and messaging channels to a minimum of **5,000 women-led participants**.

- Innovative Scaling of Mentorship: Piloting tech-enabled, on-demand coaching solutions that provide practical business guidance without requiring high-end smartphones or consistent data connectivity.
- Monitoring & Evaluation: Conducting baseline and endline assessments, collecting feedback from **1,000 women-led participants**, and maintaining real-time dashboards to track engagement and outcomes.
- Explicitly integrate business-use digital adoption pathways for women entrepreneurs

4. Methodology and Technical Approach

The service provider is expected to adopt a user-centered, scalable, and data-driven approach, emphasizing:

- Accessibility for MSMEs with diverse literacy levels and device types
- Responsible use of emerging digital technologies
- Digital Trust Framework development
- Iterative improvement based on user engagement and feedback
- Comprehensive plan and metrics for outreach engagement, advisory services, trainings and survey data collection / compilation.

The approach should prioritize sustainability, cost efficiency, and the ability to scale nationally while maintaining quality and relevance.

5. Deliverables and Timeline

The assignment will be implemented over a period of 3 years (i.e. 36 months), with following three phases:

Phase 1: Design and Deployment Phase (8 Months)
Phase 2: Service Delivery Phase (16 Months) i.e. starting after deployment of the platform.
Phase 3: Post Service Delivery Administrative Support - Service Level Arrangement (12 Months) i.e. after completion of service delivery phase.

Sr. No.	Description	Expected Timeline	Output / Taks
D-1	Inception Report	4 Weeks After Signing of Contract	• Detailed work plan • Proposed model architecture, deployment and execution methodology. • Brief overview of proposed contours of required platforms.
D-2	Development and Deployment	08 Months After Signing of Contract	• The Consultant shall design, develop, deploy, and operationalize an integrated A2A Digital MSME Engagement Platform comprising: i. An IVR and messaging-based outreach system; ii. A digital advisory and chatbot solution; iii. A voice-based training and learning management system; iv. A MSME registration and survey management module;

			v. A centralized MSME database (Integration with existing SMEDA SME Registration Portal); and vi. A real-time monitoring and analytics dashboard for SMEDA. All components shall operate through a unified architecture and enable delivery of the outreach, advisory, training, registration, and data collection services specified in the Scope of Work.
D-3	Service Delivery to MSMEs	Starting from 10th Month for another 14 Months	• Configuration and operationalization of A2A • Execution of services to targeted number of MSMEs.
D-4	Post Deployment Management and Administrative Support	12 Months Post Operationalization (Service Level Agreement)	• Oversight management and administrative support and services.

6. Reporting Requirements

The service provider will submit:

- Monthly progress reports summarizing outreach, engagement, and training metrics
- Real-time access to digital dashboards
- A final report documenting outcomes, lessons learned, and recommendations

7. Deliverables

The explicit numerical targets of the A2A Platform are:

A. MSME Context

i. Engage up to **7 million MSMEs** - IVR outreach and completion (message calls activation and completion to unique MSMEs)
ii. Advisory support to at least **750,000 MSMEs** over the implementation period.
iii. Training services to **15,000 MSMEs** using modular lessons.
iv. Survey and data collection of **2,500 MSMEs** through structured surveys over the program lifecycle.

B. WE 4MD (Women Entrepreneurs for Market Development)

i. Database & Registration: **10,000 women-led MSMEs**.
ii. Advisory Support: **5,000 women-led MSMEs**
iii. Remote Training Deployment: **5,000 women-led participants**.
iv. Feedback Collection / Survey: **1,000 women-led participants**.

The deliverables for WE-4MD are exclusive of MSME targets mentioned under 'MSME Context'

8. Payment Schedule

The bidders have to submit the estimated cost breakdowns alongwith intended '**Payment Schedule'** as per the project phases, mentioned in Section 5: Deliverables and Timelines.

However, **‘Payment Schedule’** will be negotiated between the Client and the Most Advantageous Bidder before the signing of **‘Formal Contract Agreement’**.

The payment to each Phase will be linked with approval of submitted deliverable by ‘Client’. The payment against service delivery to MSMEs shall be tied to the verified delivery of services to the targeted MSMEs and women entrepreneurs (WEs), against the corresponding costs.

Eligibility Criteria

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

1. Eligibility Criteria

- Must be incorporated / registered, having legal status with local office in Pakistan. Please provide scanned copy of firm's legal registration documents.
- Must have NTN and STRN / PST registration with relevant tax authorities.
- Should be on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).
- Must have average annual revenue of PKR 100 million within previous three years as per Audited Financial Statements / Tax Returns / Bank Statement - (Proof of the same to be included in technical proposal).
- Have not been debarred by any Government / semi government / autonomous organizations in Pakistan or blacklisted by the Authority -(Undertaking on legal Stamp Paper of PKR 100/- as per prescribed format as given in RFP document).
- Proposal Securing Declaration on legal Stamp Paper of PKR 100/- (as per prescribed format as given in RFP document).
- Must have at least 10 years of verifiable experience. Please provide proof of verifiable experience as per Annexure-A.
- Must have experience in designing and deploying all of the following:
    - Mobile-based IVR surveys
    - Targeted SMS campaigns
    - Social media/ messaging chatbots
    - Digital outreach campaigns

  Submission requirements, referred below as demonstrated experience*
- Experience of delivering business management and financial literacy interventions digitally. **(Please provide project contract agreement / award of work / completion certificate)**
- Submission of all the relevant Forms/Documents as per the criteria mentioned in Clause 10.1 of Section-3 (B) (Preparation of Proposals) of Data Sheet. Any missing Form / Document will lead to ineligibility.

***Demonstrated Experience in Designing and Deploying Similar Projects**

Required Area	Project Description	Services Rendered	Name of Client	Year of Project Completion	Contractual Value of Project PKR Million
Mobile-based IVR surveys					
Targeted SMS campaigns					
Social media or messaging chatbots					
Digital					

outreach campaigns					

Important Note: Please indicate only those projects, which are verifiable and the stated information shall be accompanied by scanned copy of **project contract agreement / award of work / completion certificate.**

Evaluation Criteria

3. Evaluation Criteria

SMEDA will evaluate proposals using a Quality and Cost Based Selection (QCBS) method. Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposal is as under:

Total Points for Technical Proposal: 100
Minimum Technical Qualification Points: 70 (i.e. 70%)

Division of Technical scores is given below:

3.1 Technical Evaluation Summary

Sr. No.	Criteria	Marks	Evaluation Context
1.	Understanding of SME Context and Assignment Objectives	15	Semi-quantitative
2.	Technical Solution & Architecture	20	Semi-quantitative
3.	Relevant Experience and Past Performance	20	Quantitative
4.	Advisory Model Strength	15	Quantitative
5.	Training & Content Design	10	Quantitative
6.	Data Systems and M&E	10	Quantitative
7.	Key Experts and Organizational Capacity	10	Quantitative
	Total	**100**	

3.2 Detailed Technical Evaluation Criteria

3.2.1 Understanding of SME Context and Assignment Objectives (15 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	Understanding of SME ecosystem and barriers (access, mobility, digital gap), including women entrepreneurs.	Excellent = 80%-100% Very Good = 50%-70% Satisfactory = 20%-40%	5
2.	Clarity in linking challenges to proposed solutions.		5
3.	Alignment with assignment objectives and expected outcomes.		5
	Total		**15**

3.2.2 Technical Solution and Architecture (20 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	Integrated platform (IVR + SMS + chatbot + dashboard)	Fragmented = 0; Partial = 3; Fully integrated = 5	5

2.	Telecom integration (Mobile Network Organization partnerships)	None = 0; Proposed = 3; Existing agreements = 5	5
3.	System uptime commitment	0 = Not stated; 3 = ≥95%; 5 = ≥99%	5
4.	Data security and hosting (Pakistan compliance)	Weak = 1; Basic = 3; Strong + local hosting = 5	5
	Total		**20**

3.2.3 Relevant Experience and Past Performance in last 5 years (20 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	Number of similar digital outreach projects (>100,000 users)	1 Project = 2 Marks Maximum up to 3 Projects	6
2.	Experience with IVR/SMS systems at scale (>500,000 users)	None = 0; Partial = 2; Full deployment = 4	4
3.	Experience in International Market (Minimum Project Cost USD 500,000)	1 Project = 3 Marks Maxi. (Maximum 02 Projects)	**6**
4.	Experience in Pakistan (Minimum Project cost PKR. 50 Million)	None = 0; One project = 2 Marks	**2**
5.	Women-focused SME programs (Minimum Project Cost PKR 20 Million)	None = 0; One project = 2 Marks	**2**
	Total		**20**

3.2.4 Advisory Model Strength (15 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	Tiered advisory model (Auto + Assisted + Expert)	Absent = 0; Partial = 3; Full model = 5	5
2.	Defined advisory workflows and decision trees	None = 0; Partial = 2; Detailed = 4	4
3.	Advisory coverage (all required thematic areas)	Not provided = 0; Partial = 2; Full = 3	3
4.	Advisory conversion tracking (IVR → advisory)	None = 0; Basic = 1; Strong = 3	3
	Total		**15**

3.2.5 Training & Content Design (10 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	IVR-based structured training modules	Not provided = 0;	4

		Partially covered = 2; Fully structured = 4	
2.	Interactivity (quizzes, gamification, etc.)	None = 0; Limited = 1; Strong = 3	3
3.	Localization (Urdu + regional languages)	None = 0; Partial = 1; Strong = 3	3
	Total		**10**

3.2.6 Data Systems and M&E (10 Marks)

Sr. No.	Criteria	Scoring Basis	Marks
1.	Approach to baseline and endline surveys	Not provided = 0; Partially covered = 1; Fully structured = 3	3
2.	Monitoring systems for outreach, engagement, and training outcomes	None = 0; Limited = 1; Strong = 3	3
3.	Data security and privacy protocols	Not provided = 0; Provided = 2	2
4.	Use of dashboards and analytics for reporting and learning	Not provided = 0; Provided = 2	2
	Total		**10**

3.2.7 Key Experts & Organizational Capacity (10 Marks)

The firm is required to propose up to **5 Key Experts**. The total marks will be distributed equally, with **each expert carrying a maximum of 2 Marks**.

Sr. No.	Criteria	Marks
1.	Relevant qualifications and domain expertise	0.5
2.	Relevant experience in similar assignments	0.5
3.	Experience in digital, SME, or gender-focused programming	0.5
4.	Role clarity and relevance to assignment	0.5
	Total	**2**

Evaluators will assign scores within the mark range for each sub-criterion.

4. Financial Evaluation

Financial proposals will be evaluated only for bidders, who are technically qualified i.e. 70% marks in the Technical Evaluation.

The lowest evaluated financial proposal will receive the maximum score, and other proposals will be scored proportionately.

5. Final Ranking

The final ranking of the firms will be based on the following criteria.

Technical Proposal: 80% Marks
Financial Proposal: 20% Marks

Final Score = (Technical Score × 0.80) + (Financial Score × 0.20)

***Demonstrated Experience in Designing and Deploying Similar Projects**

Required Area	Project Description	Services Rendered	Name of Client	Year of Project Completion	Contractual Value of Project PKR Million
Mobile-based IVR surveys					
Targeted SMS campaigns					
Social media or messaging chatbots					
Digital outreach campaigns					

Important Note: Please indicate only those projects, which are verifiable and the stated information shall be accompanied by scanned copy of **project contract agreement / award of work / completion certificate.**

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 to ***"Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)"*** 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 the contract.

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 and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

The following submission requirement may please be included in the Form Tech. 4

Understanding of SME Context and Assignment Objectives

The bidder shall submit the 'Technical Narrative' demonstrating their understanding of:
Pakistan's MSME ecosystem and covering the following aspects;

- Key barriers to MSME growth, information asymmetry and digital gaps (accessibility, mobility, infrastructure and skill)
- Challenges faced by women-led enterprises
- Relevance of the proposed solution to the identified challenges.
- Description of how the proposed approach addresses the objectives and expected outcomes of the assignment.
- Conceptual framework illustrating the relationship with assignment objectives and expected outcomes, especially MSME outreach, advisory services, training, surveys, and data systems.

Technical Solution and Architecture

The bidder shall submit:

1. Proposed architecture flow / diagram illustrating:
   - IVR system
   - SMS platform
   - Messaging/chatbot platform
   - Advisory system
   - Training mechanism
   - Survey engine
   - Dashboard and analytics platform
   - Integration with existing portal or platform e.g. SMERP

2. Description of:
   - Platform functionality
   - User journey
   - Data flows
   - Hosting arrangements
   - Business continuity arrangements.

3. Evidence of telecom integration capability, including:
   - Existing agreements with Mobile Network Operators (MNOs); or
   - Letters of intent; or Description of proposed telecom integration arrangements.

4. System performance commitments:
   - Uptime
   - Availability
   - Security controls
   - Disaster recovery arrangements.

5. Data security and privacy framework

Advisory Model Strength
The bidder shall submit:

1. Detailed advisory model demonstrating the automated and assisted advisory vis-à-vis advisory content farmwork.
2. Process maps illustrating user interaction flows, escalation mechanisms and resolution pathways.
3. Proposed performance indicators including, advisory uptake rates, resolution rates and repeat engagement rates.

Training and Content Design
The bidder shall provide:

1. Training methodology covering sample training or lesson content.
2. Description of IVR learning modules.
3. Interactive learning and gamification features.
4. Language localization strategy including, Urdu and Regional languages (if any).

Data Systems and Monitoring & Evaluation
The bidder shall provide:

1. Monitoring and Evaluation Framework.
2. Proposed Key Performance Indicators (KPIs).
3. Survey methodology.
4. Data management framework covering, collection, storage, processing, access controls and retention.
5. Data protection and privacy policy.

The following may be also be included in the Annex-A (Continued) Table of Specific Experience

Relevant Experience and Past Performance
The bidder shall provide separate information for each of projects mentioned in Sr. 1 to 5 of Section 3.2.3 i.e. for assignment completed in the last five (5) years.

1. Client name
2. Project title
3. Country
4. Contract value
5. Duration
6. Scope of services (No. of users reached)
7. Documentary evidence for completed projects i.e., Completion certificate, award of work, or contract agreement.

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)

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 (ON RS.100 STAMP PAPER)

[The Consultant shall fill in this Form in accordance with the instructions indicated.]
Date: [insert date (as day, month and year)]
Proposal No.: [insert number of Proposal process]
Tel: 042-111-111-456

To:
The General Manager
Outsourcing Management Division
SMEDA, Lahore.

We, the undersigned, declare that:

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

(a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
(b) Disagreement to arithmetical correction made to the Proposal price; or
(c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) to comply with any other condition precedent to signing the contract specified in the SRFP Documents.

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

Authorized Signature {In full and initials}: ______________________________
Name of Consultant: ____
Address: ____
Contact information (phone and e-mail): ______________________________________

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 biding 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**)

The bidder shall provide separate information for each of projects mentioned in Sr. 1 to 5 of Section 3.2.3 i.e. for assignment completed in the last five (5) years.

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	[*Attach separate sheet and provide page reference number here*]	
4	Year / Duration of Assignment	Year: XXXX Duration (Months)	
5	Cost of the Assignment (Rs.)		
5	Contact details of Employer, Location(s) Country / City		
6	Project Status	• Completed	
		• In Progress	
7	Please specify the magnitude of project	Relevant Indicator	Value (Rs)

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

**** Only Projects/Assignments with Verifiable Documentary Evidence would be considered and must be enclosed in the bidding document. In case the said verifiable documentary, evidence is not provided, the experience will not be considered.**

Verifiable Documentary Evidence could be one of the following:

- **Completion Certificate of the assignment / project.**
- **Award Letter / Agreements / Contracts 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 to **"Design, Deploy, and Operate a National Digital Outreach, Advisory, and Capacity Building Program for MSMEs - Access to All (A2A)"** in accordance with your Request for Proposal dated [insert date] and our Technical Proposal.

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______________________________
Name and Title of Signatory: ______________________________
In the capacity of: ______________________________
Address: ______________________________
E-mail: ______________________________

Form FIN-2: Summary of Costs

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet}
	{Insert Local Currency, if used and/or required (16.4 Data Sheet}
Cost of the Financial Proposal	
Division of Assignment	
1. Platform Design, Development and Deployment	
2. Cost for Service Delivery to MSMEs (14 Months)	
3. Post Service Delivery Administrative Support - Service Level Arrangement (12 Month i.e. after completion of service delivery phase)	
Total Cost of the Financial Proposal: **{Should match the amount in Form FIN-1}**	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of tax. e.g., VAT or sales tax}	
(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

GENERAL & SPECIAL CONDITIONS OF THE CONTRACT

A. General Provisions

1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (a) **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time. (b) **Procuring Agency"** means "Small and Medium Enterprises Development Authority [SMEDA] (c) **Procuring Agency's Personnel"** refers to the staff, labor and othe employees (if any) of the Procuring Agency engaged in fulfilling th Procuring Agency's obligations under the Contract; and any other personne identified as Procuring Agency's Personnel, by a notice from the Procurin Agency to the Consultant. (d) **"Consultant"** means a consulting firm as defined in ITC; (e) **"Contract"** means an agreement enforceable by law; (f) **"Contractor"** means consultant, firm, company or an organization who undertake to to supply goods, services or works; (g) **"Contractor's Personnel"** means personnel whom the Contractor utilizes i the execution of its contract, including the staff, labor and other employee of the Contractor and each subcontractor; and any other personnel assistin the Contractor in the execution of the contract to be supervised by th Consultant (if applicable). (h) **"Day"** means calendar day unless indicated otherwise. (i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (j) **"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. (k) **"Foreign Currency"** means any currency other than the Pakistani Rupees. (l) **"GCC"** means these General Conditions of Contract. (m) **"Government"** means the Government of Pakistan. (n) **"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. (o) **"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.

(p) **“Local Currency”** means the currency of Pakistan

(q) **“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.

(r) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.

(s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) **“Services”** means any object of procurement other than goods or works; th work to be performed by the Consultant pursuant to this Contract, a described in Appendix A hereto.

(u) **“Site**” (if applicable) means the land and other places where Works are to b executed or facilities to be installed, and such other land or places as may b specified in the Contractor’s Contract as forming part of the Site.

(v) **“Sub-consultants”** means an entity to whom/which the Consultan subcontracts any part of the Services while remaining solely liable for th execution of the Contract.

(w) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

(x) **“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.

2. Relationship between the Parties	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.
3. Law Governing Contract	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, , unless otherwise specified in **SCC.**

4. Language	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 unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. Location	7.1. The Services shall be performed at such locations as are specified in Terms of Reference/**Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
8. Authority of Member in Charge	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.

9. Authorized Representatives	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.**

10. Fraud and Corruption	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. 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. 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.

	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. 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.
B. Commencement, Completion, Modification and Termination of Contract	
11.Effectiveness of Contract	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.
12.Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days notice, 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.
13.Commencement of Services	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**.
14.Expiration of Contract	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**.

15.Entire Agreement	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.
16.Modifications or Variations or Extension in the Timeline / Duration of the Contract	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. 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required. 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. 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.
17.Force Majeure	
a. Definition	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.
	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. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract	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.

c. Measures to be Taken	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. 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 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. 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: (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. 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.

18.Suspension	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.
19.Termination	19. 1 This Contract may be terminated by either Party as per provisions set up below:

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.
b. By the	19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring

Consultant	Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (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. (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. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 41. (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.
c. Cessation of Rights and Obligations	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.
d. Cessation of Services	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.
e. Payment upon Termination	19.1.6 Upon termination of this Contract, the Procuring Agency shall shall make the following payments to the Consultant: (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly

	termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant	
20.General	
a. Standard of Performance	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. 20.2 The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services. 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
b. Law Applicable to Services	20.4 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.
21.Conflict of Interests	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.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	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. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 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.

c. Prohibition of Conflicting Activities	21.1.4 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.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 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.
22. Confidentiality	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.
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	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. 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.

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.
27. Proprietary Rights of the Procuring Agency in Reports and Records	27.1 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. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
28. Equipment, Vehicles and Materials	28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value. 28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. A ny equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
29.Code of Conduct	29.1The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.
D. Consultant's Experts	

30. Description of Key Experts	30.1 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.** 30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in TOR may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2. 30.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.
31.Replacement of Key Experts	31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during 31.2 Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32. Approval of Additional Key Experts	32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
33. Removal of Experts or Sub-consultants	33.1 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. 33.2 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. 33.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments	34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
35. Working Hours, Overtime, Leave, etc.	35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**. 35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items. 35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.
E. Obligations of the Procuring Agency	
36. Assistance and Exemptions	36.1 Unless otherwise specified in the **SCC**, the Procuring Agency shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country. (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

37. Access to Project Site	37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
38. Change in the Applicable Law Related to Taxes and Duties	38.1 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
39. Services, Facilities and Property of the Procuring Agency	39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. 39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.
40. Counterpart Personnel	40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A. 40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3. 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
41. 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

42. **Ceiling Amount**	42.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses). 42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. 42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
43. Remuneration and Reimbursable Expenses	43.1The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. 43.2 All payments shall be at the rates set forth in Appendix C and Appendix D. 43.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract. 43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC. 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44.Taxes and Duties	44.1 The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.
45.Currency of Payment	45.1 Any payment under this Contract shall be made in the currency specified in the **SCC.**

46.Mode of Billing and Payment	46.1 Billings and payments in respect of the Services shall be made as follows: (a) *Advance payment*. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments

will be set off by the Procuring Agency in equal installments against th statements for the number of months of the Services specified in the **SC** until said advance payments have been fully set off.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteer (15) days after the end of each calendar month during the period of th Services, or after the end of each time interval otherwise indicated in th **SCC**, the Consultant shall submit to the Procuring Agency, in duplicate itemized invoices, accompanied by the receipts or other appropriat supporting documents, of the amounts payable pursuant to Clauses GC 45 and GCC 46 for such interval, or any other period indicated in the **SCC** Separate invoices shall be submitted for expenses incurred in foreig currency and in local currency. Each invoice shall show remuneration an reimbursable expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixt (60) days after the receipt by the Procuring Agency of such itemize invoices with supporting documents. Only such portion of an invoice tha is not satisfactorily supported may be withheld from payment. Should an discrepancy be found to exist between actual payment and costs authorize to be incurred by the Consultant, the Procuring Agency may add o subtract the difference from any subsequent payments.

(d) *The Final Payment* .The final payment under this Clause shall be made onl after the final report and a final invoice, identified as such, shall have bee submitted by the Consultant and approved as satisfactory by the Procurin Agency. The Services shall be deemed completed and finally accepted by th Procuring Agency and the final report and final invoice shall be deeme approved by the Procuring Agency as satisfactory ninety (90) calendar day after receipt of the final report and final invoice by the Procuring Agenc unless the Procuring Agency, within such ninety (90) calendar day perio gives written notice to the Consultant specifying in detail deficiencies in th Services, the final report or final invoice. The Consultant shall thereupo promptly make any necessary corrections, and thereafter the foregoin process shall be repeated. Any amount that the Procuring Agency has pai or has caused to be paid in accordance with this Clause in excess of th amounts payable in accordance with the provisions of this Contract shal be reimbursed by the Consultant to the Procuring Agency within thirt (30) days after receipt by the Consultant of notice thereof. Any such clai by the Procuring Agency for reimbursement must be made within twelv (12) calendar months after receipt by the Procuring Agency of a fina report and a final invoice approved by the Procuring Agency in accordanc with the above.

(e) All payments under this Contract shall be made to the accounts of th Consultant specified in the **SCC**.

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f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

(c) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

(d) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47.Interest on Delayed Payments	47.1 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	
48.Good Faith	48.1 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	
49. Amicable Settlement	49.1 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. 49.2 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. 49.3 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.

Special Conditions of Contract (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a) and 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	**The addresses are:** Deputy General Manager – SME Division Small & Medium Enterprises Development Authority (SMEDA) 7th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111-111-456 Tel: (042) 111-111-456 Consultant: ____________________ ____________________ Attention: ____________________ E-mail (where permitted): ____________________
8.1	*[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.]* **The Lead Member on behalf of the JV is** ____________________*[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Procuring Agency:** Name & Designation: Deputy General Manager, SME Division. Small & Medium Enterprises Development Authority (SMEDA) 7th Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 111 111 456 **For the Consultant:** *[name, title]*

11.1	**The condition for effectiveness of the contract is:** **N/A**
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be one month.
13.1	**Commencement of Services:** The number of days shall be fifteen. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** Unless extended in accordance with the GCC, the time period shall be 36 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.
21 b.	The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 **N/A**
23.1	No additional provisions**.**
24.1	The consultant shall be solely responsible for the insurance and the coverage thereof against any risks associated with the assignments for its own staff and of its sub-consultants.
27.1	**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 without the explicit permission of the Client, either in printed, electronic or soft form.

45.1	The currency of payment shall be in Pakistani Rupee (PKR)
46.1 (a)	Payments of consultant's services to be made as per terms of payment specified in Appendix A (ToRs)
46.1(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)

46.1(e)	**The accounts of the consultant are:** for local currency: *[insert account]*.
47.1	**The interest rate is**: Kibor + 0.1%
49.	**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 mdiation 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 parties mutually o by the court of competent jurisdiction.

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 court of competent jurisdiction at Lahore fo appointment of sole arbitrator.

Rules of procedure for arbitration proceedings:

Any dispute between the procuring agency 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:

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

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount Currency**	**Exchange rate* (If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.