

Request for Proposal

Procurement of Consultancy Services for Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan (Consultancy Services)

National

Single Stage-Two Envelope



August 10, 2026

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PROCUREMENT NOTICE

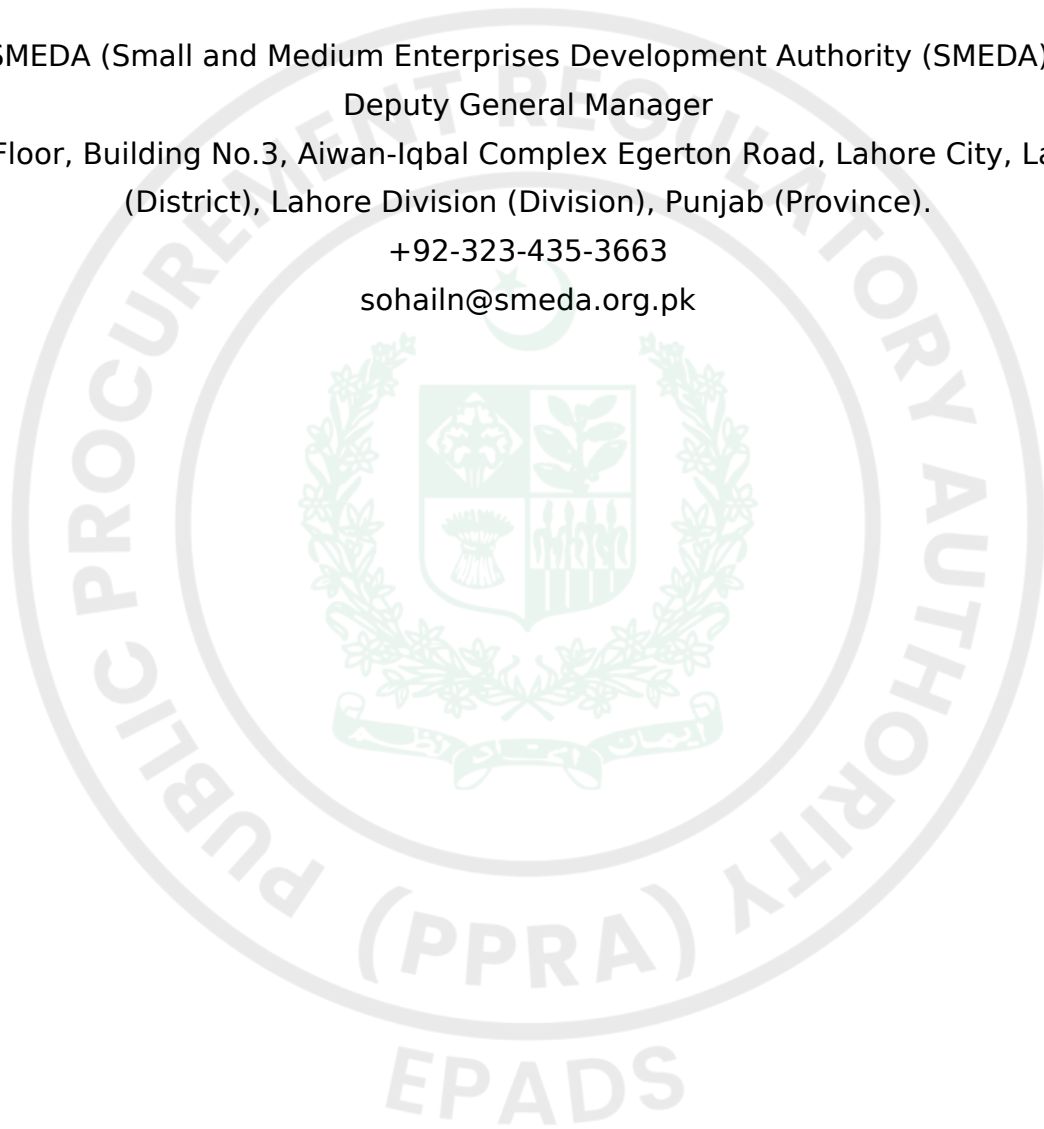
PROCUREMENT OF CONSULTANCY SERVICES

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 for Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan**” with the reference of “**P78547**”
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/78547>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, August 27, 2026 02:00 PM**. Proposals will be opened on the same day at **Thursday, August 27, 2026 02:30 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 severally 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. Clarification 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 through **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 and time 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

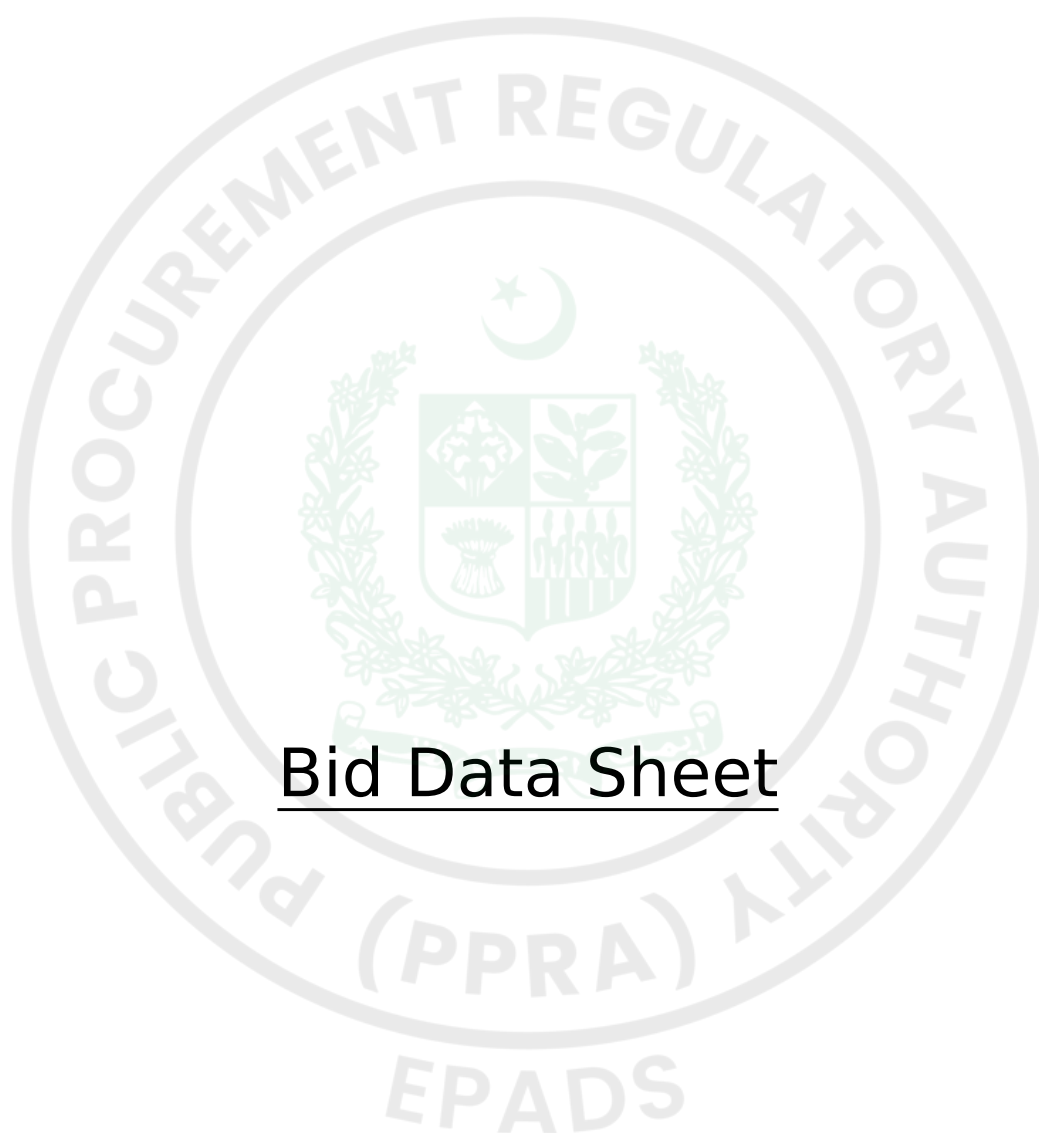
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

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 for Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan**

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

Name and identification number of the Contract: **P78547**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, August 20, 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
11. Technical Proposal –Standard Forms Checklist of Required Forms
12. Eligibility Criteria Checklist

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: **Thursday, August 27, 2026 02:00 PM**

BDS Clause Number 15

ITB Number 15.1

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

Day : **Thursday**

Date: **Thursday, August 27, 2026**

Time : **02:30 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

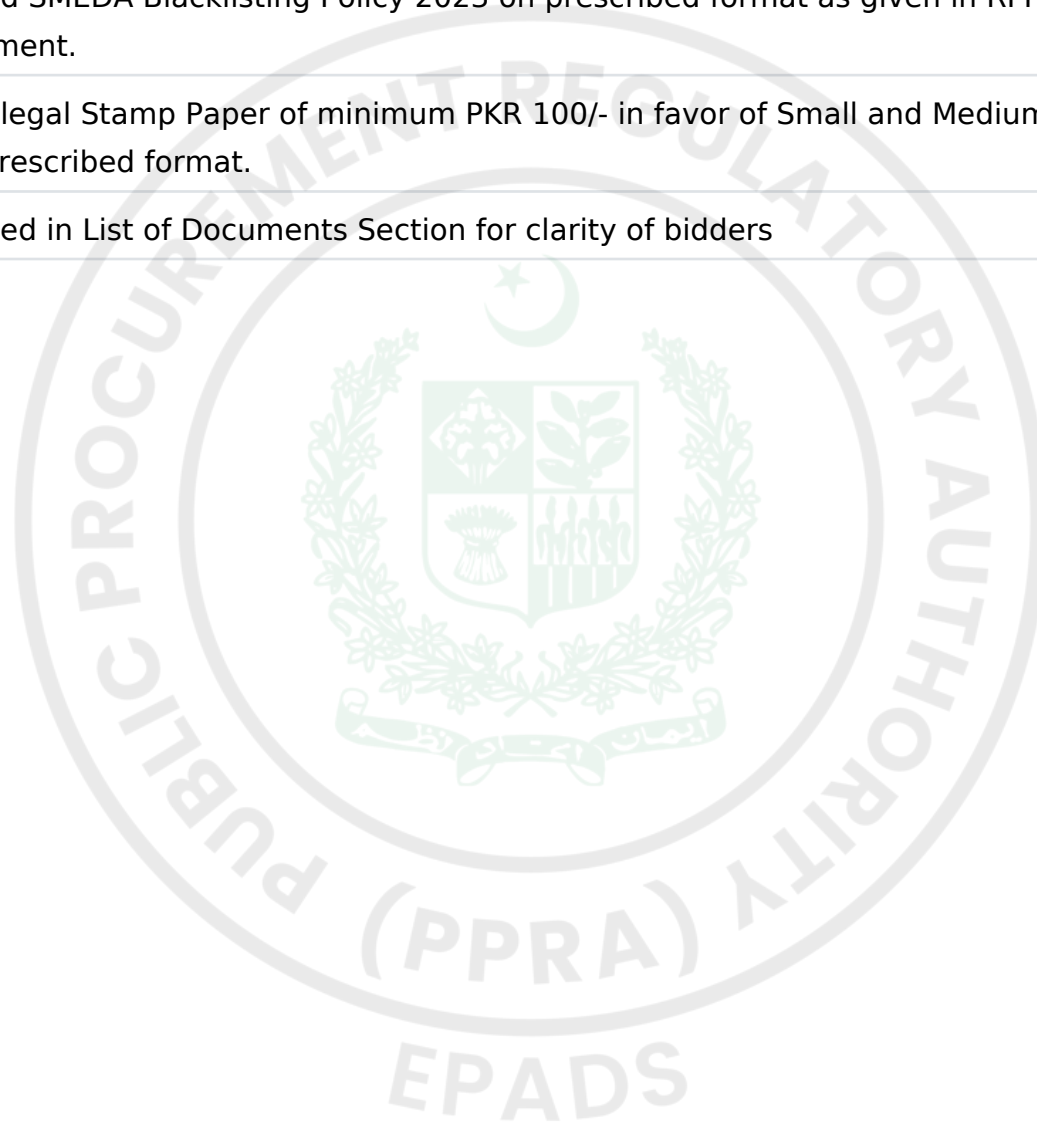
Grievance against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

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

Eligibility Criteria	Document
Must be incorporated/registered with relevant government authority for having legal status. Please provide scanned copy of legal registration documents	Yes
Must be registered with relevant tax authorities. Must have NTN and STRN and PST registration.	Yes
Should be on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).	Yes
Must have at least 5 years of verifiable relevant experience. Please provide proof of verifiable experience as per Applicant Information Form attached as Annexure.	Yes
Must have average annual revenue of PKR 50 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

Submit an Affidavit on legal stamp paper of minimum PKR 100/- confirming that the firm has not been debarred by any Government/Semi Government/Autonomous Organisations in Pakistan or blacklisted by the Authority and the firm has read and understood SMEDA Blacklisting Policy 2023 on prescribed format as given in RFP which shall be an integral part of this document.	Yes
Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/- in favor of Small and Medium Enterprises Development Authority on prescribed format.	Yes
Eligibility criteria also attached in List of Documents Section for clarity of bidders	No



Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Applicant (firm) Profile (5 marks). The marks will be awarded as per scoring criteria explained below:	
General Experience of the Consultant (Company/Firm) - 5 marks • Length of Incorporation as a Consulting Firm /Company • More than or equal to 10 Years: 5 marks • Less than 10 Years: Relative marking will apply based on years of experience. NOTE: Please provide documentary proof of Company / Firm Registration (Qualitative)(Doc Required)	5
Specific Experience of the Consultant (Firm): (35 marks). The Applicant firm shall have demonstrated experience in software development, dashboard development and monitoring & evaluation framework development.	
Experience of Applicants in relevant fields shall be gauged on below mentioned criteria. Sub-Criteria: Experience in Web-based Dashboard Development & IT Solutions, including M&E Framework, Progress Monitoring, user interface and Application dashboard. Description: Demonstrated experience in development of web-based dashboards solutions and software development including M&E framework, User Interface, Progress Monitoring and Application Dashboard. 05 relevant completed projects with financial value of Rs. 15 million or above in last 5 years, maximum 7 marks for each project. NOTE: submission requirement as per Annexure-A (Continued) – Specific Experience of the Consultant (as a firm / company) relevant to the Assignment. (Qualitative)(Doc Required)	35
Clients of the Consultant: (10 Marks)	

The Applicant firm shall provide a list of key clients served, demonstrating relevant consultancy experience. A total of five (05) clients will be evaluated, with 2 marks allocated per client, subject to submission of verifiable documentary evidence (award letter / contract agreement / completion certificate / recommendation letter). Out of these, at least three (03) clients must be from the Government sector (Federal / Provincial / Regional), and two (02) clients from the Development sector (e.g., UN agencies, JICA, WB, ITC or similar organizations). Only relevant engagements duly supported by signed / stamped documentary evidence and duly supported engagements will be considered for scoring. (Qualitative)(Doc Required)	10
Adequacy and quality of the proposed approach, methodology and work plan in response to the Terms of Reference: (25 Points)	
The Procuring Agency will assess whether the applicant firm have the comprehensive understanding of the assignment, the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable etc. SMEDA may invite the bidder to give a presentation. Understanding of Assignment: Clarity on purpose of Dashboard development and its functions (Qualitative)(Doc Required)	10
Technical Approach: M&E Framework design methodology, platform recommendation rationale, data entry approach, and dashboard architecture quality (Qualitative)(Doc Required)	10
Work Plan: Detailed work plan for performing the assignment. (Qualitative)(Doc Required)	5
Proposed Key Experts Qualifications and Competence for the Assignment: (25 marks)	
The firm is required to propose up to 4 key experts, who would be deployed for the assignment, including a Team Lead. Out of 25 marks, 10 Marks are for Team Lead and 15 marks are distributed equally among the 3 Key Experts, with each expert getting maximum 5 marks. Details of expertise required along with the score assigned for each expert are illustrated below; Designation: Lead Expert - Team Leader (01) Number (Qualitative)(Doc Required)	10
Designation: Key Expert - M&E Specialist (01) Number (Qualitative)(Doc Required)	5
Designation: Key Expert - IT and Dashboard Analyst (01) Number (Qualitative)(Doc Required)	5

Designation: Key Expert – Implementation Support Expert (01) Number The key experts’ field of qualification and expertise should be as per the areas given below. Scores will be awarded to key experts as per following criteria:
Note: Key Experts – Qualification, Experience & Scoring Criteria is provided in Annexure "Evaluation Criteria" attached in "User Defined Annexure" Section (Qualitative)(Doc Required)

5



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan	Address: 4th Floor, Building No.3, Aiwan-Iqbal Complex Egerton Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 7 Months Quantity: 1/Qty	1/Qty	0 PKR

Related Services :

No



TORS (Terms of References)

Positions Without Lots :

Position: Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan

TORs (Terms of Reference):

ESTIMATED COST RS.25.00 MILLION

Introduction and Background

The Small and Medium Enterprises Development Authority (SMEDA) has developed a comprehensive Business Plan for the period 2025–28, comprising a multi-year portfolio of projects and interventions. These projects encompass policy and ecosystem formalization, inclusion and women entrepreneurship, market access and trade facilitation, value chain strengthening, institutional development, competitiveness enhancement, access to finance, and climate resilience.

The Business Plan establishes structured operational targets across multiple dimensions including enterprise outreach and engagement, capacity building and upskilling, direct financial support through grants and facilitation instruments, and institutional infrastructure development. Targets are phased across fiscal years following a deliberate scale-up model, with budget allocations and beneficiary projections distributed both temporally (through quarterly and annual milestones) and geographically (across provinces and regions).

As the portfolio moves into its implementation phase, SMEDA requires a unified, real-time mechanism to monitor progress across its full project portfolio against planned targets and budgets. This Terms of Reference defines the requirements for a web-based dashboard solution that will serve as SMEDA's central monitoring and performance management platform for the Business Plan

portfolio.

2. Objectives of Assignment

The primary objective of this engagement is to design, configure, and deploy a web-based Project Monitoring and Performance Dashboard that serves as SMEDA's central performance management platform for the Business Plan 2025–28 portfolio (The solution should be designed to ensure scalability over the coming years). The system shall enable SMEDA to:

- Track progress of all projects across strategic themes against planned quarterly, bi-monthly, and annual targets as defined in the Business Plan.
- Consolidate data entered by multiple project management teams into a unified dashboard accessible to senior leadership and decision-makers.
- Visualize Key Performance Indicators (KPIs) covering enterprise outreach, beneficiary engagement, capacity building, financial support, and institutional development milestones.
- Enable regional and provincial disaggregation of progress data aligned with the geographic distribution framework of the Business Plan.
- Support evidence-based decision-making through real-time data consolidation, trend analysis, and structured automated reporting.
- Establish a durable M&E framework aligned with the Business Plan's Results Framework, enabling SMEDA to demonstrate contribution to national economic outcomes.
- Provide a scalable, cost-effective, and institutionally sustainable solution that SMEDA can operate and maintain beyond the initial implementation period.



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 for Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan

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 (including additional obligations incorporated)

Additional General & Special Conditions of Contract (GCC & SCC) attached in User Defined Annexure Section

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.: **P78547**

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 BY THE 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 times 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: 79)

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: 83)

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: 86)

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: 87)

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: 88)

Bid Securing Declaration Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Securing Declaration Form** (page number: 91)

UNDERTAKING REGARDING NOT BEING BLACKLISTED

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **UNDERTAKING REGARDING NOT BEING BLACKLISTED** (page number: 92)

Annexure – A 1. Applicant Information Form 2. Specific Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure – A 1. Applicant Information Form 2. Specific Experience** (page number: 93)

Annexure – A (1)- Litigation History

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure – A (1)- Litigation History** (page number: 95)

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: 96)

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: 97)

Additional GCC & SCC

Information (Read-Only)

See Form Under Additional Forms and Documents: **Additional GCC & SCC** (page number: 98)

Appendices-Appendix A, B, C & D

Information (Read-Only)

See Form Under Additional Forms and Documents: **Appendices-Appendix A, B, C & D** (page number: 114)

Technical Proposal –Standard Forms Checklist of Required Forms

Technical Submission (Vendor)

Document Required

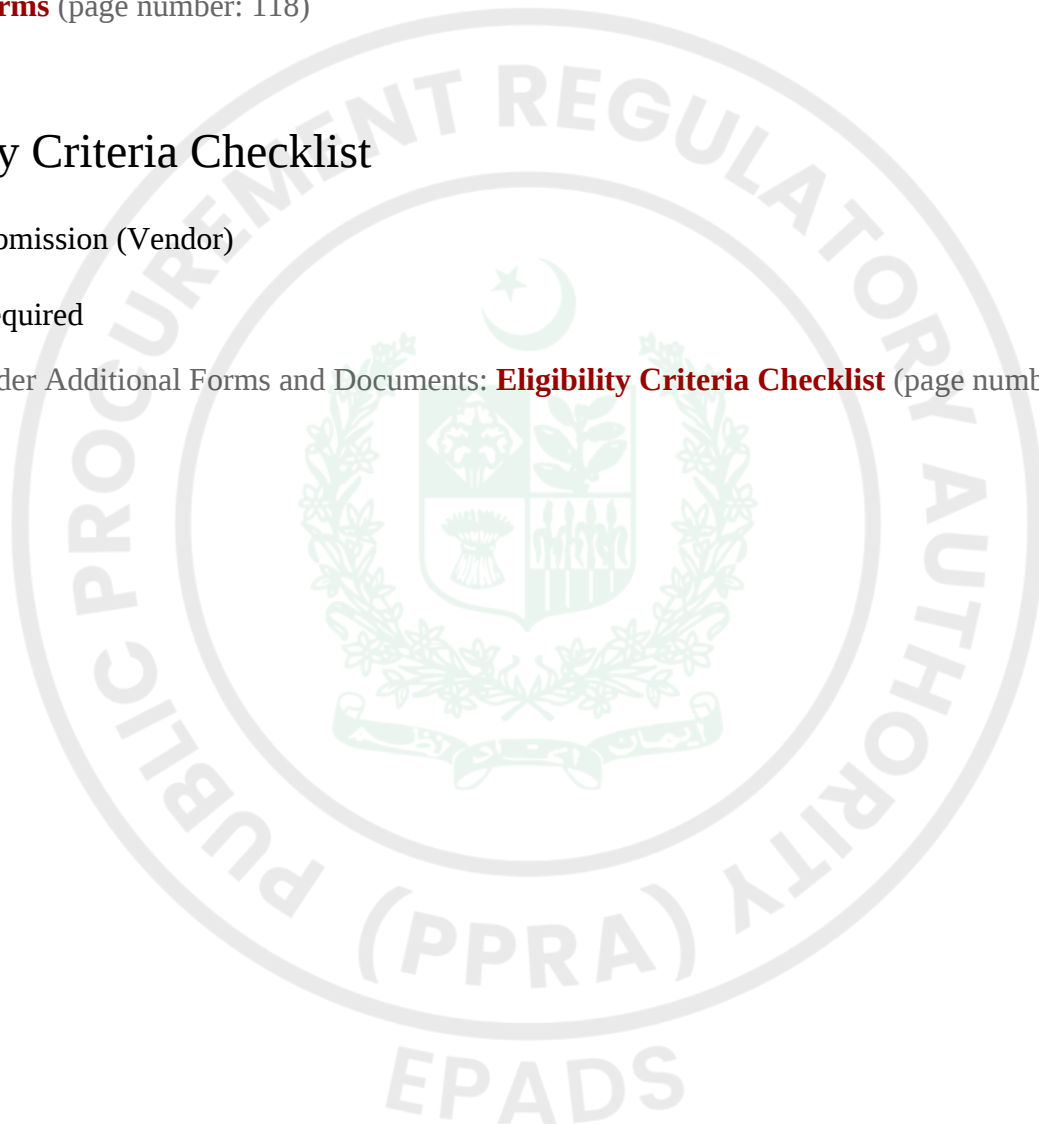
See Form Under Additional Forms and Documents: **Technical Proposal –Standard Forms Checklist of Required Forms** (page number: 118)

Eligibility Criteria Checklist

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Eligibility Criteria Checklist** (page number: 119)





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: 120)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 122)







Additional Forms and Documents

Scope of Work / Terms of Reference (ToRs)
Project Title: “Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan”

1. Introduction and Background

The Small and Medium Enterprises Development Authority (SMEDA) has developed a comprehensive Business Plan for the period 2025–28, comprising a multi-year portfolio of projects and interventions. These projects encompass policy and ecosystem formalization, inclusion and women entrepreneurship, market access and trade facilitation, value chain strengthening, institutional development, competitiveness enhancement, access to finance, and climate resilience.

The Business Plan establishes structured operational targets across multiple dimensions including enterprise outreach and engagement, capacity building and upskilling, direct financial support through grants and facilitation instruments, and institutional infrastructure development. Targets are phased across fiscal years following a deliberate scale-up model, with budget allocations and beneficiary projections distributed both temporally (through quarterly and annual milestones) and geographically (across provinces and regions).

As the portfolio moves into its implementation phase, SMEDA requires a unified, real-time mechanism to monitor progress across its full project portfolio against planned targets and budgets. This Terms of Reference defines the requirements for a web-based dashboard solution that will serve as SMEDA’s central monitoring and performance management platform for the Business Plan portfolio.

2. Objectives of the Assignment

The primary objective of this engagement is to design, configure, and deploy a web-based Project Monitoring and Performance Dashboard that serves as SMEDA’s central performance management platform for the Business Plan 2025–28 portfolio (The solution should be designed to ensure scalability over the coming years). The system shall enable SMEDA to:

- Track progress of all projects across strategic themes against planned quarterly, bi-monthly, and annual targets as defined in the Business Plan.
- Consolidate data entered by multiple project management teams into a unified dashboard accessible to senior leadership and decision-makers.
- Visualize Key Performance Indicators (KPIs) covering enterprise outreach, beneficiary engagement, capacity building, financial support, and institutional development milestones.
- Enable regional and provincial disaggregation of progress data aligned with the geographic distribution framework of the Business Plan.
- Support evidence-based decision-making through real-time data consolidation, trend analysis, and structured automated reporting.
- Establish a durable M&E framework aligned with the Business Plan’s Results Framework, enabling SMEDA to demonstrate contribution to national economic outcomes.
- Provide a scalable, cost-effective, and institutionally sustainable solution that SMEDA can operate and maintain beyond the initial implementation period.



3. Scope of Work

The scope of work is organized into seven workstreams. The selected firm shall deliver all workstreams as an integrated engagement, ensuring coherence between the M&E framework design, the data architecture, the dashboard configuration, and the capacity-building components.

3.1 Business Plan Review and Framework Design

The firm shall begin with a structured review of SMEDA's Business Plan 2025–28, existing monitoring arrangements, and reporting requirements. Based on this review, the firm shall:

- Develop a comprehensive Monitoring Framework aligned with the Business Plan's strategic themes, covering input, output, outcome, and impact indicators.
- Design a Logical Framework (LogFrame) and Results Framework that maps program interventions to intended outputs, outcomes, and national-level impact indicators (where possible)
- Define program KPIs for all programs and sub-projects in the portfolio, including indicator definitions, data sources, collection frequency, baseline values, and targets for each fiscal year.
- Develop a Reporting Plan specifying data gathering methods, responsible parties, reporting cycles, and data quality assurance procedures.
- Produce a Master KPI Register consolidating all indicators across the portfolio for integration into the dashboard data model.

3.2 Requirements Analysis and Data Architecture Design

The selected firm shall conduct a detailed requirements analysis to translate SMEDA's Business Plan into a structured data model. This includes:

- Mapping all projects with their associated KPIs, target beneficiaries, budget allocations, quarterly distribution ratios, and provincial breakdowns as defined in the Business Plan.
- Defining the data entry schema for each project, specifying which fields are entered by project managers (actuals) versus system-calculated (variances, cumulative totals, percentage completion).
- Designing data validation rules to ensure data quality and consistency across teams, including mandatory field enforcement, numerical range checks, and date-based entry windows.
- Designing database architecture for large-scale data management, including data storage protocols, backup and recovery procedures, and data security standards.
- Mapping user roles and access levels: Project Managers (data entry), Theme Leads (theme-level review), Senior Management (portfolio-level dashboards), and External Reviewers (read-only access).

3.3 Platform Selection and System Configuration

The solution shall leverage an appropriate platform or combination of platforms, which may include commercial SaaS tools, open-source solutions, or custom-configured systems based on the firm's recommendation and SMEDA's operational requirements. The selected platform must meet the following criteria:

- Web-based and fully functional across Mac and Windows environments without requiring desktop software installation.
- Support structured data entry by multiple concurrent users with role-based access controls.
- Provide native or integrated dashboard and visualization capabilities sufficient to display KPI progress, budget utilization charts, and regional distribution views.
- Support configurable reporting periods including quarterly and bi-monthly intervals.
- Enable data export in standard formats including Excel and PDF for offline reporting and board presentations.
- Offer reasonable cost scalability for 15–25 active users across data entry and dashboard consumption roles.
- Demonstrate long-term sustainability for institutional use by SMEDA with minimal ongoing licensing or maintenance cost burden.

The firm shall present a comparative assessment of platform options with a justified recommendation based on SMEDA's operational context, team capabilities, data volumes, and long-term sustainability requirements.

3.4 Dashboard Design, Development, and Deployment

The firm shall design and build the following dashboard views:

- **Portfolio-Level Executive Dashboard:** A consolidated view showing overall Business Plan progress against the portfolio-level KPIs including MSME reach, formal engagement, women participation, upskilling completions, grant disbursements, and financial facilitation. This dashboard shall include aggregate budget utilization and theme-level progress summaries, with trend analysis and variance flagging.
- **Theme-Level Dashboards:** One dashboard per strategic theme showing project-level progress within that theme, displaying project-wise target versus actual for the current reporting period, cumulative progress, budget consumption, and provincial distribution of beneficiaries.
- **Project-Level Detail Views:** Drill-down views for each project showing quarterly and bi-monthly target versus actual trends, milestone completion status, budget burn rate, and project-specific KPIs.
- **Regional Distribution View:** A provincial breakdown dashboard showing progress across Punjab, Sindh, KPK, Balochistan, and ICT, aligned with the regional allocation percentages (available with the program teams)
- **Government and Stakeholder Reporting Interface:** Structured views and automated reports suitable for submission to the Ministry of Industries and Production, Finance Division, development partners, and other oversight bodies, formatted to public sector reporting standards.

3.5 Data Entry Interface Design

The firm shall design and implement structured data entry interfaces for project management teams. The data entry layer must:

- Provide pre-populated target fields based on the Business Plan's quarterly and annual targets so that project managers only need to enter actual and progress values.
- Include dropdown selections for standard fields such as project name, theme, province, and reporting period to minimize free-text entry errors.
- Support both direct grid-based entry for teams comfortable with spreadsheet-style interfaces and form-based entry for simplified guided data submission.

- Maintain a full audit trail showing who entered or modified data and when, to support accountability and data governance.
- Integrate data flows to ensure that data is collected digitally and automatically synchronized with the central dashboard.



3.6 Capacity Building, Knowledge Transfer, and Post-Implementation Support

The firm shall deliver the following components:

Training and Capacity Building:

- Structured training sessions for Project Managers (workstream leads) on data entry procedures covering at least two half-day workshops.
- Training for Theme Leads on dashboard interpretation, report generation, and data quality review covering at least one full-day workshop.
- Training for Senior Management on executive dashboard navigation and report extraction.
- A user manual documenting data entry procedures, dashboard navigation, troubleshooting steps, and administrative functions.
- An administrative guide covering platform configuration, user management, reporting period setup, and template modification procedures for SMEDA's internal IT or operations team.

Post-Implementation Support and Handover:

- Provide post-deployment operational support for a minimum of three months following go-live, covering issue resolution, query management, and minor system adjustments.
- Manage all stakeholder communications throughout implementation, ensuring smooth adoption across SMEDA's project management teams.
- Conduct troubleshooting sessions and provide rapid-response technical assistance during the support period.
- Prepare and deliver a formal Handover Package including full system documentation, configuration files, administrator credentials, data dictionaries, and training materials to enable SMEDA's internal team to manage the dashboard independently.
- Provide recommendations for long-term system maintenance, upgrades, and expansion of dashboard functionality aligned with evolving Business Plan requirements.

3.7 Testing, Validation, and Deployment

Prior to final deployment, the firm shall:

- Populate the system with historical and baseline data from the Business Plan to validate all calculations, visualizations, and alert mechanisms.
- Conduct User Acceptance Testing (UAT) with representatives from each project management team.
- Address all defects and feedback items identified during UAT within an agreed resolution timeline.
- Deploy the production system and confirm access for all designated users.

4. Key Deliverables

The following deliverables shall be produced and approved by SMEDA before the corresponding payment milestone is released:

#	Deliverable	Phase	Approval Required
1	Inception Report including M&E Framework, KPIs Register, and Data Entry Plan	Phase 1	Before Phase 2

#	Deliverable	Phase	Approval Required
2	Data Architecture Design Document and Platform Recommendation with comparative assessment	Phase 2	Before Phase 3
3	Configured dashboard prototype including all dashboard views for UAT review	Phase 3	Before UAT
4	UAT completion report with documented resolution of all defects and feedback	Phase 4	Before go-live
5	User Manual, Administrative Guide, and Training Materials		-
6	Deployed production system with full user access confirmed		-
7	Formal Handover Package including all documentation, configuration files, and sustainability plan	Phase 5	3 Months after deployment
8	Post implementation support and trouble shooting of bugs in the system.		

5. Implementation Timeline

The total engagement period and time of completion of the assignment is 7 Months.

1. System Deployment and Operationalization (from Phase 1 – Phase 4) = 4 Months
2. Post Implementation Support/Trouble shooting of identified bugs issues in system = 3 Months

6. Payment Schedule

The payment to the successful consultant shall be made as per following schedule;

Completion Phase	Payment Release Percentage
Phase 1	Up to 15%
Phase 2-4	Up to 80%
Phase 5	Up to 100%

Eligibility Criteria

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

1. Eligibility Criteria

- Must be incorporated/registered with relevant government authority for having legal status. Please provide scanned copy of legal registration documents.
- Must have at least 5 years of verifiable relevant experience. Please provide proof of verifiable experience as per Applicant Information Form attached as Annexure.
- Must be registered with relevant tax authorities. Must have NTN and STRN / PST registration.
- Should be on Active Tax Payer List (ATL) of the Federal Board of Revenue (FBR).
- Must have average annual revenue of PKR 50 million within previous three years as per Audited Financial Statements / Tax Returns / Bank Statement - (Proof of the same to be included in technical proposal)
- Submit an Affidavit on legal stamp paper of minimum PKR 100/- confirming that the firm has not been debarred by any Government/Semi Government/Autonomous Organizations in Pakistan or blacklisted by the Authority and the firm has read and understood SMEDA Blacklisting Policy 2023, on prescribed format as given in RFP which shall be an integral part of this document.
- Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/- in favor of Small and Medium Enterprises Development Authority on prescribed format.

A proposal not meeting the eligibility criteria as listed above shall be rejected. Provide valid documentary evidence for all of the above for eligibility assessment.

Evaluation Criteria

2. Evaluation Criteria

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

Total Marks: 100 Marks

Minimum required Technical Marks to Qualify: 70 Marks

Division of Technical Marks is given below:

2.1 Applicant (firm) Profile (5 marks)

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

(i) General Experience of the Consultant (Company/Firm) - 5 marks

- Length of Incorporation as a Consulting Firm /Company
- More than or equal to 10 Years: 5 marks
- Less than 10 Years: Relative marking will apply based on years of experience.

NOTE: Please provide documentary proof of Company / Firm Registration

2.2 Specific Experience of the Consultant (Firm) (35 marks)

The Applicant firm shall have demonstrated experience in software development, dashboard development and monitoring & evaluation framework development. Experience of Applicants in relevant fields shall be gauged on below mentioned criteria.

Sub-Criteria	Description	Marks
Experience in Web-based Dashboard Development & IT Solutions, including M&E Framework, Progress Monitoring, user interface and Application dashboard.	Demonstrated experience in development of web-based dashboards solutions and software development including M&E framework, User Interface, Progress Monitoring and Application Dashboard. 05 relevant completed projects with financial value of Rs. 15 million or above in last 5 years, maximum 7 marks for each project.	35
Total		35

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

2.3 Clients of the Consultant (10 Marks)

The Applicant firm shall provide a list of key clients served, demonstrating relevant consultancy experience. A total of five (05) clients will be evaluated, with **2 marks allocated per client**, subject to submission of verifiable documentary evidence (award letter / contract

agreement / completion certificate / recommendation letter). Out of these, at least **three (03) clients must be from the Government sector** (Federal / Provincial / Regional), and **two (02) clients from the Development sector** (e.g., UN agencies, JICA, WB, ITC or similar organizations). Only relevant engagements duly supported by signed / stamped documentary evidence and duly supported engagements will be considered for scoring.

2.4 Adequacy and quality of the proposed approach, methodology and work plan in response to the Terms of Reference: (25 Points)

The Procuring Agency will assess whether the applicant firm have the comprehensive understanding of the assignment, the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable etc. SMEDA may invite the bidder to give a presentation.

Sub-Criteria	Description	Marks
Understanding of Assignment	Clarity on purpose of Dashboard development and its functions	10
Technical Approach	M&E Framework design methodology, platform recommendation rationale, data entry approach, and dashboard architecture quality	10
Work Plan	Detailed work plan for performing the assignment.	05
Total		25

2.5 Proposed Key Experts Qualifications and Competence for the Assignment: (25 marks)

The firm is required to propose up to **4 key experts**, who would be deployed for the assignment, including a Team Lead. Out of 25 marks, 10 Marks are for Team Lead and 15 marks are distributed equally among the **3 Key Experts**, with each expert getting maximum **5 marks**. Details of expertise required along with the score assigned for each expert are illustrated below;

Sr. No	Designation	Number(s)	Marks
1	Lead Expert - Team Leader	01	10
2	Key Expert – M&E Specialist	01	5
3	Key Expert – IT and Dashboard Analyst	01	5
4	Key Expert – Implementation Support Expert	01	5

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

Key Experts – Qualification, Experience & Scoring Criteria

General Requirement (Applicable to All Key Experts):

All proposed Key Experts shall possess a minimum of sixteen (16) years of education in relevant disciplines. Detailed CVs (TECH-6) must be provided, clearly indicating qualifications, post-qualification experience, assignments, and roles. Only relevant experience will be considered.

Lead Expert (Team Leader)

- Advanced degree (Master's or higher) in MIS / Computer Sciences, or a closely related discipline.

- Minimum seven (7) years of progressive experience in M&E framework design, performance management systems, rollout planning, and monitoring for government, semi-government, development or corporate / private sector organizations.
- Demonstrated experience leading complex multi-stakeholder assignments involving government institutions, development partners, and private sector entities.
- Strong understanding of dashboard development, project activities implementation tracking, and development program monitoring in the Pakistani or comparable regional context.
- Demonstrated experience with at least three comparable dashboard or MIS implementation projects for organizations managing multi-project portfolios. Maximum marks for 3 or more projects and relative marking for others.

Please clearly mention experience for the above-mentioned domains and projects in the CV (TECH-6).

M&E Specialist

- Advanced degree in Statistics, Social Sciences, Economics or a related discipline.
- Minimum five (05) years of experience in research, monitoring and evaluation, and program performance assessment for government, semi-government, or large-scale development programs.
- Demonstrated expertise in designing Logical Frameworks, Results Frameworks, KPI hierarchies, and performance indicator frameworks for multi-theme program portfolios.
- Extensive experience in development of M&E frameworks and tools aligned with international standards including those of multilateral development banks and bilateral donors.
- Experience in application or web-based data collection design, including questionnaire design, enumerator training protocols, and data quality assurance procedures.

Please clearly mention experience for the above-mentioned domains / projects in the CV (TECH-6). Maximum marks for most relevant experience and relative marking for others.

IT and Dashboard Developer

- Minimum 16 years of education in Computer Science, Information Technology, Software Engineering, Information Systems, or a related discipline from a recognized institution. Relevant professional certifications in software development, database management, business intelligence, data analytics, or dashboard development will be considered an added advantage.
- Minimum five (05) years of demonstrated experience in the design, development, deployment, and maintenance of web-based applications, management information systems (MIS), dashboards, and digital platforms for government, semi-government, development sector, or private sector organizations.
- Expertise in developing and managing interactive dashboards, web portals, and digital solutions using modern development frameworks, programming languages, and business intelligence tools.
- Experience in designing and managing large-scale databases, including relational database architecture, automated reporting pipelines, and real-time data synchronization.

- Experience in integrating digital data collection tools with central dashboard platforms.
- Portfolio of web-based dashboard deployments for government ministries, public sector institutions, or large development programs.

Please clearly mention experience for the above-mentioned domains / projects in the CV (TECH-6). Maximum marks for most relevant experience and relative marking for others.

Implementation Support Expert

- Minimum 16 years of education in Computer Science, Information Technology, Software Engineering, Information Systems, Data Science, Business Analytics, or a related discipline from a recognized institution.
- Minimum five (05) years of demonstrated experience and sound understanding of institutional, governance, and organizational frameworks within public sector, development sector, and donor-funded programmes, including practical experience in the design and implementation of Monitoring & Evaluation (M&E) systems, performance management frameworks, digital dashboards, Management Information Systems (MIS), web-based reporting tools, and data visualization solutions.
- Expertise in data management, data analysis, and administration of database systems and performance dashboards.
- Experience supporting end-user training, stakeholder coordination, and change management for technology adoption in institutional settings.
- Ability to serve as the primary interface between the firm's technical team and SMEDA's project management teams throughout implementation and post-deployment support.

Please clearly mention experience for the above-mentioned domains / projects in the CV (TECH-6). Maximum marks for most relevant experience and relative marking for others.

3. Marking Criteria for Team Leader:

Experience Level	Marks (Per Expert)
More than 15 years of relevant experience	10 Marks
More than 10, up to 15 years of relevant experience	5 Marks
More than 7, up to 10 years of relevant experience	1 Mark

Marking Criteria for Key Experts:

Experience Level	Marks (Per Expert)
More than 10 years of relevant experience	5 Marks
More than 7, up to 10 years of relevant experience	3 Marks
More than 5, up to 7 years of relevant experience	1 Mark

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 for ***“Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan”*** in accordance with your Request for Proposals dated [insert date] and our Proposal. We are hereby submitting our Proposal which includes PDF document of Technical Proposal and Financial Proposal separately.

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



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

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

{Suggested structure of your Technical Proposal}

- a. **Understanding of Assignment** - Clarity on purpose of Dashboard development and its functions
- b. **Technical Approach** - M&E Framework design methodology, platform recommendation rationale, data entry approach, and dashboard architecture quality.
- c. **Work Plan** - Detailed work plan for performing the assignment.
- d. **Comments on TORs (if any)**

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)

(The firm must clearly mention the Designation against which each Key Expert is being proposed)

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
the Consultant
(the same who signs the Proposal)

Signature
Date

Bid Securing Declaration Form

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

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

Proposal No.: [insert number of Proposal process]

Tel: 042-111-111-456

To:

The General Manager

Outsourcing Management Division

SMEDA, Lahore.

We, the undersigned, declare that:

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

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

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

Authorized Signature {In full and initials}: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

UNDERTAKING REGARDING NOT BEING BLACKLISTED

(Printed and signed on Rs 100 stamp paper)

Date DD-MM-YYYY

To,

General Manager Outsourcing Management - SMEDA

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

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

Dear Sir,

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

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

Authorized Person

Name: _____

Designation: _____

Signature: _____

Annexure – A

1. Applicant Information Form

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

Annexure – A (Continued)

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

(Provide Documentary Evidence**)

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

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

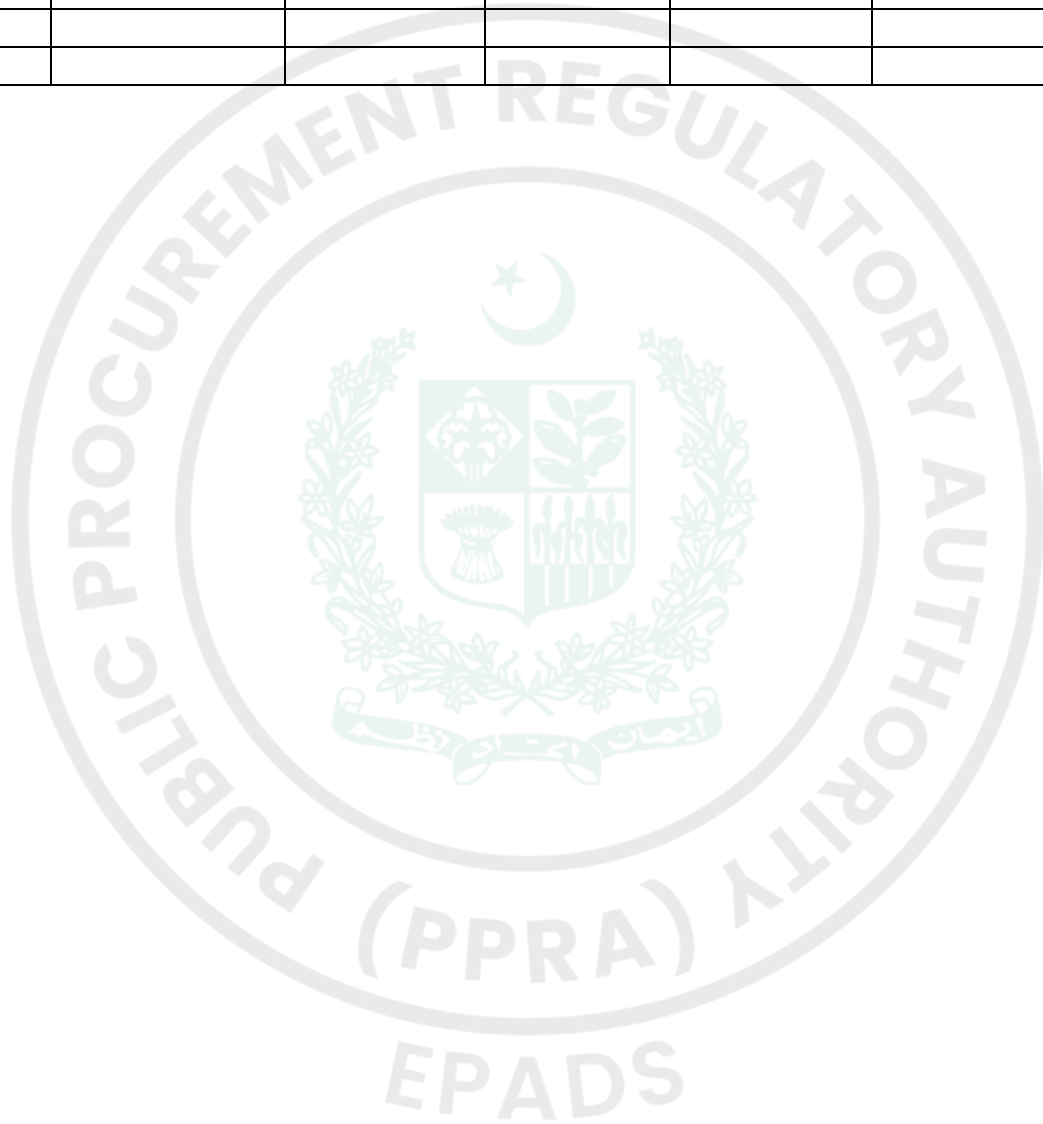
**** Only Projects/Assignments with Verifiable Documentary Evidence, along with Cost of Assignment, Duration must be enclosed in the bidding document. In case the said verifiable documentary, evidence is not provided, the experience will not be considered.**

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

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

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 for “***Design, Configuration and Deployment of a Web-Based Project Monitoring and Performance Dashboard for SMEDA Business Plan***” 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 and duties 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
	{Firm must state the proposed Costs in accordance with Clause 16.1 of the Data Sheet}
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	

Note:

1. The fee should be inclusive of all expenses (whatsoever it is), applicable taxes and duties.
2. The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
3. The work/reports/deliverables against the TORs needs to be completed in full respect. The Firm is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.
4. Any proposal containing alternate/ conditional bid will be rejected

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. (b) “Procuring Agency” means “Small & Medium Enterprises Development Authority (SMEDA) (c) “Consultant” means a consulting firm as defined in ITC; (d) “Contract” means an agreement enforceable by law; (e) “Contractor” means consultant, firm, company or an organization who undertake to provide consultancy services as RFP; (f) “Day” means calendar day unless indicated otherwise. (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. (i) “GCC” means these General Conditions of Contract. (j) “Government” means the Government of Pakistan. (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. (m) “Local Currency” means the currency of Pakistan (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. (o) “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them. (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
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	(q) “Services” means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Terms of Reference or in Appendix A hereto, if the same is finalized in the result of any clarification whatsoever it is.
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.
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.
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.
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, through EPADS to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
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 Clause 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 pay remuneration for Services satisfactorily performed prior to the effective date of termination;

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.
b. Law Applicable to Services	20.3 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.
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.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities	21.1.3 The Consultant shall not engage, and shall cause its Experts, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.4 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
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	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.
28. Code of Conduct	1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.
D. Consultant's Experts	
29. Description of Key Experts	29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in TORs .
30. Replacement of Key Experts	Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.
31. Removal of Experts	31.1. If the Procuring Agency finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement. 31.2 In the event that any of Key Experts, Non-Key Experts is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement. 31.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.
E. Obligations of the Procuring Agency	
32. Assistance and Exemptions	32.1 Unless otherwise specified in the SCC, the Procuring Agency shall extend its cooperation, if deemed necessary for completion of the assignment.

33. Change in the Applicable Law Related to Taxes and Duties	33.1 The consultant shall be liable to pay if, after the date of this Contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services.
34. Payment Obligation	41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.
F. Payments to the Consultant	
35. Remuneration	35.1. The consultant shall be paid remuneration as per agreed terms and conditions.
36. Taxes and Duties	36.1 The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
37. Currency of Payment	37.1 Any payment under this Contract shall be made in the currency specified in the SCC.
38. Mode of Billing and Payment	38.1 Billings and payments in respect of the Services shall be made as follows: (a) The Procuring Agency shall pay the Consultant's invoices within thirty (30) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. (b) <u>The Final Payment.</u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt

	by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.
	(c) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. (d) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
39. Interest on Delayed Payments	39.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 38.1 (a), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
G. Fairness and Good Faith	
40. Good Faith	40.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. Settlement of Disputes	
41. Amicable Settlement	41.1. Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 41.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 41.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 41.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.

Special Conditions of Contract (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b)	Small & Medium Enterprises Development Authority (SMEDA)
3.1	The Contract shall be construed in accordance with the law of Pakistan.
4.1	The language is: English
6.1 and 6.2	The address is: 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 Consultant: _____ Attention: _____ E-mail (where permitted): _____
8.1	<i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Procuring Agency: 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: <i>[name, title]</i>

12.1	Termination of Contract for Failure to Become Effective: End of Services: The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made. Termination by the Client: The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than ninety (90) days of the date of such termination. Termination by the Consultant: The Consultant may suspend the Agreement by a written notice of sixty (60) days only if the Consultant does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the Consultant after sixty (60) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving thirty (30) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of sixty (60) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.
13.1	Commencement of Services: The number of days shall be within seven (07) days after the date of signing of Contract Agreement
14.1	Expiration of Contract: Unless extended in accordance with the GCC, the time period shall be 07 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.
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.
37.1	The currency of payment shall be in Pakistani Rupee (PKR)
38	Payments of consultant's services to be made as per terms of payment specified in Appendix-C read with Terms of Reference (ToR)
38.1(b)	The Consultant shall submit to the Procuring Agency Invoice of services rendered in accordance with terms of payment as specified in Appendix A (ToRs)

38.1(c)	The accounts are: for local currency: <i>[insert account]</i>.
39.1	The interest rate is: Kibor + 0.1%
41.	Dispute Resolution i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At failure of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider. Arbitrator's fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Appendices

Appendix A – Terms of Reference

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



Appendix B – Time Schedule

B-1 Effective Date of Commencement of Services.

The date on which this Agreement shall come into effect is within seven (07) days from the date when the Agreement is signed by both the parties.

B-2 Time Schedule of Services

Total time period for overall scope of work is **07 months** from commencement of services.

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

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



Appendix C – Remuneration for Services & Schedule of Payment

C-1 Total Remuneration

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

Total (in words)	
Total (in figures)	

- a) **Schedule of Payments:** The payment to the successful firm shall be made as per following schedule;

Completion Phase	Payment Release Percentage
Phase 1	Up to 15%
Phase 2-4	Up to 80%
Phase 5	Up to 100%

- b) **Mode of Payments:** Payments shall be released by the Procuring agency to the firm, at procuring agency's choice, either in the form of Cheque/(s) drawn in the favor of the firm or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favor of consultant. If Letter of Credit is opened in favor of consultancy firm, the cost (commission and bank charges) of L/C shall be the responsibility of the consultant. The payments will be made to the firm on the completion and submission of deliverables after deducting applicable government taxes. The Firm shall submit the invoice only after the approval of deliverables by the Client.
- c) The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
- d) The Work/Report/deliverables against the TORs needs to be completed in full respect. The Firm is liable legally and financially and will pay back the amount to the Client if work/report/deliverables is done partially by the consultant against the TORs.

Payment shall be made in Pak. Rupees, by submission of invoices. The payment will be made through cross- cheque/LC to the firm as per deliverables within thirty (30) days of submitting verified invoice to the Client.

Appendix D – Special Conditions

D-1 REPRESENTATIVE OF THE CONSULTANT

Name:

Designation:

Address:

Cell #:

Email:

D-2 REPRESENTATIVE OF THE CLIENT

Name:

Designation:

Address:

Cell #:

Email:

D-3 VENUE OF ARBITRATION

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

D-4 LOCATION OF THE COURTS / VENUE FOR DISPUTE

Lahore

Technical Proposal –Standard Forms

Checklist of Required Forms

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

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

Eligibility Criteria Checklist

S#	DESCRIPTION	Page#
1	Incorporation/registration certificate with relevant government authority for having legal status	
2	NTN Registration Certificate	
3	STRN and PST Registration Certificate	
4	Active Tax Payer List (ATL) Proof	
5	Proof of at least 5 years of verifiable relevant experience - Use Annexure A	
6	Proof of average annual revenue of PKR 50 million within previous three years	
7	Affidavit on legal stamp paper of minimum PKR 100/- confirming that the firm has not been blacklisted	
8	Bid Securing Declaration on legal Stamp Paper of minimum PKR 100/-	

Note: Place this checklist at the top of the Proposal.

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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ 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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

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
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		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.