

National Business Development Program for SMEs



REQUEST FOR PROPOSALS

Document

FOR

**“CONSULTANCY SERVICES FOR RESEARCH
STUDIES ON SME LENDING REQUIREMENTS”**

Bid Reference No: NBDP/BSDU/LP-2/2021-2022

INVITATION FOR BIDS

Bid Reference No: NBDP/BSDU/LP-2/2021-2022

Date: March 10, 2022

1. The “**National Business Development Program for SMEs**” (hereinafter called NBDPs) a PSDP funded project of Ministry of Industries & Production, Government of Pakistan invites sealed Proposals (Technical and Financial in separate envelopes) from eligible Research Institutions / Consulting Firms, having registration with the Sales Tax and Income Tax departments and who are on the active taxpayers list of the FBR, for conducting **Consultancy Services For Research Studies On SME Lending Requirements** to assess viability of the financing schemes in view of market volume, production capacities and additional revenue generation etc.
2. A complete set of RFP Documents may be purchased by an interested bidder on submission of a written application to the below mentioned office and upon payment of a non-refundable fee of Rs. 500. No RFP shall be issued on the date fixed for opening of the proposals. RFP documents can also be downloaded from www.nbdp.org.pk free of cost.
3. A firm will be selected under **Quality and Cost Based Selection Procedure**, as per PPRA Regulations 2010, Procurement of Consultancy Services, conducted through Single Stage- two Envelope Bidding Procedure.
4. All proposals must be accompanied by a bid security of the amount mentioned in the Bidding data of this RFP document.
5. Proposals prepared in accordance with the instructions given in this RFP document must reach the address mentioned below on or before March 25, 2022, 2:00 PM. Proposal will be opened on the same day at 3:00 PM.
6. The RFP includes the following sections:
 - Section I – Instruction to Consultants
 - Section II – Bidding data (with evaluation Criteria)
 - Section III – Terms of Reference
 - Section IV – Standard Forms
 - Section V – Form of Contract (with GCC and SCC)
 - Section VI - Form of Bid and Annexure to Bid

Project Director

National Business Development Program for SMEs
3rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore
Tel: 042-111-111-456, Fax: 042-3634926,
Email: pd@nbdp.org.pk

Section I. Instructions to Consultants

A. GENERAL

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| 1. Scope of Bid & Source of Funds | <p>1.1 Scope of Bid
The employer as defined in the Bidding Data (hereinafter called “the employer”) wishes to receive Bids for the Consultancy Services summarized in the Bidding Data (hereinafter referred to as “the Consulting firm”). Bidders are required to quote for all the technical consultancy services as are detailed in the Appendix A hereto.</p> <p>1.2 Source of Fund
The Project has been funded under Public Sector Development Program (PSDP) with a mandate to provide handholding, advice and business development support to new and existing SMEs of the country.</p> |
| 2. Eligible Bidders | <p>2.1 Bidding is open to all consulting firms meeting the requirements as mentioned in invitation for Bids as well as in the bidding data with reference to clause IB. 11 hereto.</p> |
| 3. Cost of Bidding | <p>3.1 The bidder shall bear all the costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> |

B. BIDDING DOCUMENTS

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| 4. Contents of Bidding Documents | <p>4.1 In addition to Letter of Invitation, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1</p> <ul style="list-style-type: none"> a) Instructions to Consultants & Bidding Data b) Agreement of Consultancy Services including: <ul style="list-style-type: none"> i. Appendix A: Terms of Reference ii. Appendix B: Reporting Requirements c) General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) d) Standard Forms: |
|---|---|

- i. Form of Bid Security
- ii. Form of Performance Security
- iii. Form of Bank Guarantee for Advance Payment
- iv. Form of Integrity Pact
- v. Section VI—Table of Forms

5. Clarification of Bidding Documents

- 5.1. A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Project Director/Employer at the Employer's/ Project Director's address indicated in the Bidding Data.
- 5.2. The Project Director/Employer will respond to any request for clarification which it receives earlier than seven (07) days prior to the deadline for the submission of Bids. Copies of the consulting firm/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

6. Amendment of Bidding Documents

- 6.1. At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all Consulting firms of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

7. Language of Bids

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid,

exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8. Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components
- a) Covering Letter
 - b) Appendix (A) and Agreement for Consultancy Services duly filled and initialled, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - c) Bid Security furnished in accordance with Clause IB.13.
 - d) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - e) Documentary evidence in accordance with Clause IB.11
 - f) Documentary evidence in accordance with Clause IB.12.
 - g) Complete proposal including the RFP, shall be signed and stamped by the bidder.

9. Sufficiency of Bid

- 9.1. Each bidder shall satisfy itself before Bidding as to the correctness and sufficiency of his Bid and of the services rates / prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services.
- 9.2. The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for consultancy services execution.

10. Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedules to Bid) indicating the activity rates of the services to be performed under the Contract. Cost of services in the Schedule of Services Costs shall be entered keeping in view the instructions contained hereunder.

10.2 Unless otherwise stipulated in the General Conditions of Contract and Special Conditions of Contract, cost of services quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The Services rates and costs in the Schedule of services costs shall be quoted by the bidder in the currency as stipulated in Bidding Data.

11. Documents Establishing Bidder's Eligibility and Qualification

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted, provided in the bidding data.

11.2 Bidder/Consulting firm must possess and provide evidence of its capability and the experience to award and complete the technical consultancy in all respects.

12. Documents Establishing Consulting Firm's Conformity to Bidding Documents

12.1 The documentary evidence of the Consulting firm's conformity to the Bidding Documents may be in the form of literature, drawing & data and the bidder shall furnish documentation as set out in Bidding Data.

13. Bid Security

13.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or Bid Security Declaration on stamp paper in favour of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder/Consulting firm or on the expiry of validity of Bid Security whichever is earlier.

- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.22 and signed the Contract Agreement, pursuant to Sub-Clauses IB.21.2 & 21.3.
 - 13.5 The Bid Security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity; or
 - b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 17.4 (b) hereof; or
 - c) In the case of a successful bidder, if he fails to:
 - i. Furnish the required Performance Security in accordance with Clause IB.22, or
 - ii. Sign the Contract Agreement, in accordance with Sub-Clauses IB.21.2 & 21.3.
- 14. Validity of Bids, Format, Signing and Submission of Bids**
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
 - 14.2 Schedules to Bid are to be properly completed and signed.
 - 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
 - 14.4 Each bidder shall submit Technical Proposal (TP) and Financial Proposal (FP) separately in clearly marked separate envelopes and prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
 - 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the

bidder to act for and on behalf of the bidder. All pages of the bid shall be initialled and official seal be affixed by the person or persons signing the bid.

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS

15. Bid Submission Requirements

- 15.1 For this tender PPRA's Single stage two envelop procedure as per clause 36 (b) read with Procurement of Consultancy Services Regulation, 2010 for competitive bidding is adopted, detailed as under:
- a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - d) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - e) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f) During the technical evaluation no amendments in the technical proposal shall be permitted;
 - g) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - h) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the

technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and

- i) the bid found to be the lowest evaluated bid shall be accepted.

16. Deadline for Submission, Modification & Withdrawal of Bids

- 16.1 Bids must be received by the Employer at the address provided in Bidding Data not later than the time and date stipulated therein.
- 16.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 16.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 16.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 16.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5.

E. BID OPENING AND EVALUATION

17. Bid Opening, Clarification and Evaluation

- 17.1 The Employer will open the Technical Bids upon deadline of bid submission date in accordance with PPRA rules & Regulations and then Financial Bids will be opened in the presence of bidder's representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 17.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

17.3 To assist in the examination, evaluation and comparison of Bids the Project Director / Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

17.4 (a) Prior to the detailed evaluation, Pursuant to Sub-Clauses IB.17.7 to 17.9, the Project Director/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without services deviations. It will include determining the requirements listed in bidding data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the cost of individual services or total cost of services that is obtained by accumulation of all services cost, the services cost shall prevail and the total cost of services shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bided cost entered in Form of Bid and the total shown in Schedule of Services cost-amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of costs. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

17.5 A Bid determined as substantially non-responsive will be rejected and will not be subsequently made responsive by the bidder by correction of the non-conformity.

17.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a services deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

17.7 The Project Director/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.17.4 to 17.6 as per requirements given hereunder and in the bidding data.

Bids will be evaluated for complete scope of technical services. The cost of services will be compared on the basis of the Evaluated Bid cost pursuant to Sub-Clause 17.8 herein below.

i.	Technical Bid	70 Marks
ii.	Financial Bid	30 Marks
	Total Score	100 Marks

(a) Technical Evaluation

It will be examined in detail whether the technical services offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule to Bid will be compared with services activities / criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Services will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the Bidding Documents.

17.8 Evaluated Bid Price

In evaluating the bids, the Project Director / Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

Making any correction for arithmetic errors pursuant to Sub-Clause 17.4 hereof.

- a) Making appropriate costs adjustment for any other acceptable variation or deviation.
- b) Making an appropriate costs adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- c) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

17.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance
The cost of Consulting firm's Services, any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest services costs quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of costs from other bidders, the costs will be estimated by the Project Director/Employer.
- (ii) Cost Adjustment for Deviation in Terms of Payments, Refer to Bidding Data

18. Process to be Confidential

18.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Project Director/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out Services Costs, discounted Costs, Cost adjustments made, final evaluated Costs and recommendations against all the bids evaluated.

18.2 Any effort by a bidder to influence Project Director/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen days after the announcement of the bid evaluation result,

however, mere fact of lodging a complaint shall not warrant suspension of hiring process.

F. AWARD OF CONTRACT

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| 19. Post Qualification | <p>19.1 The Employer, having credible reasons for or a prima facie evidence of any defect in bidders' capabilities, will determine to its satisfaction that the substantially responsive, lowest evaluated bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with Qualification Criteria stipulated in the Bidding Documents.</p> <p>19.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents</p> |
| 20. Award Criteria & Purchaser's Right | <p>20.1 Subject to Sub-Clause IB.20.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Services Cost, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.</p> <p>20.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.</p> |

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| 21. Notification of Award and Signing of Contract Agreement | <p>21.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted.</p> <p>21.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>21.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.</p> |
| 22. Performance Security | <p>22.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the bidding data within a period of fourteen (14) days after the receipt of Letter of Acceptance.</p> <p>22.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.21.2 & 21.3 or 22.1 or Clause IB.23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> |
| 23. Integrity Pact | <p>23.1 The Bidder shall sign and stamp the Form of Integrity Pact provided at Form-D to Bid in the Bidding Document for all Federal Government Consultancy Services contracts exceeding PKR ten (10) Million. Failure to provide such Integrity Pact shall make the bid non-responsive.</p> |

Section II (Bidding Data with Evaluation Criteria)

ITC Clause Reference	Amendments of, Supplement to, Clauses in the instruction to bidders
A. General	
1.1	Name of Employer National Business Development Program for SMEs Brief Description of Services Consultancy Services for Research Studies on SME Lending Requirements
B. Bidding Documents	
5.1	(a) Client's address: Project Director National Business Development Program for SMEs 3 rd Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore. Tel: (042) 99204719 FAX: (042)- 6304926 (b) Project Director's address: National Business Development Program for SMEs 3 rd Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Tel: (042) 99204719 FAX: (042)- 6304926 Email: pd@nbdp.org.pk
C. Preparation of Bids	
10.3	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
11.1	Bidders must meet the following criteria to be eligible: <ul style="list-style-type: none"> ▪ Must be incorporated / registered for having legal status ▪ Must have NTN / STN registration and on the active tax payers list of FBR ▪ Must have Verifiable consultancy experience of 05 years ▪ Must have previous year's annual revenue of Rs. 10 million as per audited financial statements / tax Returns or bank statements ▪ Have not been blacklisted or debarred by any Government / Semi-Government / Autonomous organizations in Pakistan.
13.1	Amount of Bid Security 5% of the total bid Price
14.1	Period of Bid Validity 90 days
14.4	Number of Copies of the Bid to be submitted One original and one hard and soft copy

14.6	(a)Client’s Address for the Purpose of Bid Submission National Business Development Program for SMEs 3 rd Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Tel: (042), FAX: (042)- 6304926																		
D. Submission of Bids																			
16.1	Deadline for Submission of Bids. March 25, 2022 at 2:00 PM																		
E. Bid Opening and Evaluation																			
17.1	Venue, Time, and Date of Bid Opening Venue: National Business Development Program for SMEs 3 rd Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Tel: (042) 99204719 FAX: (042)- 6304926 Date: March 25, 2022 Time: 3:00 PM																		
17.4	Responsiveness of Bids (i) The Bid is valid till required period, (ii) The Bid prices are firm during currency of contract (iii) Completion period offered is within specified limits, (iv) The Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (v) The Bid does not deviate from basic technical requirements and (vi) The Bids are generally in order, etc.																		
17.7	Evaluation Method: Quality and Cost Based Selection as per clause 2(B) of PPRA regulations 2010, for Procurement of Consultancy Services read with Rule 36(b) of PPRA rules 2004. Technical evaluation: The consulting firms achieving Minimum 70% score in technical evaluation will be eligible for financial evaluation. Criteria for Combined Evaluation of the Proposal is given as; Technical Evaluation: 70 %; Financial Evaluation: 30%. Technical Evaluation Criteria Technical Proposals will be opened first and evaluated as per following criteria: 1. Applicant’s Profile..... (10 Points) The score will be awarded as per scoring criteria explained below: <table><tr><th>Sr. No</th><th>Components</th><th>Criteria</th><th>Points</th></tr><tr><td rowspan="3">1</td><td rowspan="3">Organizational Structure</td><td>Strong</td><td>05</td></tr><tr><td>Medium</td><td>03</td></tr><tr><td>Weak</td><td>01</td></tr><tr><td rowspan="2">2</td><td rowspan="2">Experience of firm since Incorporation / Registration</td><td>≥ 10 years</td><td>05</td></tr><tr><td colspan="2">Relative marking for others</td></tr></table> Submission requirement as per (Annexure – A & B)	Sr. No	Components	Criteria	Points	1	Organizational Structure	Strong	05	Medium	03	Weak	01	2	Experience of firm since Incorporation / Registration	≥ 10 years	05	Relative marking for others	
Sr. No	Components	Criteria	Points																
1	Organizational Structure	Strong	05																
		Medium	03																
		Weak	01																
2	Experience of firm since Incorporation / Registration	≥ 10 years	05																
		Relative marking for others																	

2. Organization's Experience..... (50 Points)**i. General Consultancy Experience (20 Points)**

The score will be awarded as per scoring criteria given below:

Sr. No	Criteria	Points
1.	Maximum Marks for 10 projects or more in last 05 years, Relative marking for others	20

Submission requirement as per (Annexure – C)

ii. Relevant Experience (30 Points)

A more detailed approach will be adopted for rating the relevant experience of the firm. Relevance of the quoted projects will be judged through qualitative and quantitative aspect of the assignments.

a) Quantitative Evaluation (10 Points)

Sr. No	Criteria	Points
1.	Maximum Marks for 05 similar projects completed in last 05 years, Relative marking for others	10

Submission requirement as per (Annexure – C)

b) Qualitative Experience (20 Points)

With reference to the qualitative aspect, a maximum of 5 assignments will be selected out of the total quoted assignments, which will then be evaluated on the basis of their relevance to the TORs.

Sr. No	Criteria	Rating
1.	Highly Relevant	100 %
2.	Relevant	80%
3.	Slightly Relevant	40 %
4.	Not Relevant	0

Submission requirement as per (Annexure – C1)

3. Proposed Methodology and Work Plan..... (30 Points)

Criteria	Points
Approach for Data Collection	15
Data validation and Financial Modelling	10
Report Writing and Quality Assurance	05

4. Proposed Key Resources for Assignment..... (10 Points)

The firm is required to propose up to five (05) key members, who would be actually deployed for the assignment.

	<table><tr><th>Sr. No</th><th>Criteria</th><th>Points</th></tr><tr><td>1.</td><td>Educational Qualification of staff assigned to this project</td><td>05</td></tr><tr><td>2.</td><td>Experience of Staff assigned to this project</td><td>05</td></tr></table>	Sr. No	Criteria	Points	1.	Educational Qualification of staff assigned to this project	05	2.	Experience of Staff assigned to this project	05		
	Sr. No	Criteria	Points									
	1.	Educational Qualification of staff assigned to this project	05									
	2.	Experience of Staff assigned to this project	05									
	Submission requirement as per (Annexure – D)											
	Each individual of the core staff will be evaluated as per following:											
	a). For Relevant Education											
	<table><tr><th>Sr. No</th><th>Components</th><th>Weightage</th></tr><tr><td>1.</td><td>Relevant Master degree (16 years) or Equivalent</td><td>100 %</td></tr><tr><td>2.</td><td>Relevant Bachelor degree or equivalent</td><td>80 %</td></tr></table>	Sr. No	Components	Weightage	1.	Relevant Master degree (16 years) or Equivalent	100 %	2.	Relevant Bachelor degree or equivalent	80 %		
	Sr. No	Components	Weightage									
	1.	Relevant Master degree (16 years) or Equivalent	100 %									
2.	Relevant Bachelor degree or equivalent	80 %										
b). For Relevant Experience												
<table><tr><th>Sr. No</th><th>Components</th><th>Weightage</th></tr><tr><td>1</td><td>More than 10 years Relevant Experience</td><td>100 %</td></tr><tr><td>2</td><td>Between 6 to 10 years of relevant experience</td><td>80 %</td></tr><tr><td>3</td><td>Between 1 to 5 years of relevant experience</td><td>60 %</td></tr></table>	Sr. No	Components	Weightage	1	More than 10 years Relevant Experience	100 %	2	Between 6 to 10 years of relevant experience	80 %	3	Between 1 to 5 years of relevant experience	60 %
Sr. No	Components	Weightage										
1	More than 10 years Relevant Experience	100 %										
2	Between 6 to 10 years of relevant experience	80 %										
3	Between 1 to 5 years of relevant experience	60 %										
17.9	Price Adjustment: (ii) Price Adjustment for Deviations in Terms of Payment: If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Client, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 8% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.											
F. Award of Contract												
22.1	Performance Security The performance security shall be for the complete duration and in the currency of contract, of an amount equal to 10% of the Contract Price, in the Form of bank guarantee or Pay Order from any scheduled bank in Pakistan. The cost of complying with this requirement shall be borne by the successful bidder/Consulting firms.											

Section III.

Appendix A - Terms of Reference

Project Title: Research Studies on SME Lending Requirements

Project Description:

1. Context:

Credit is life line for any running business including SMEs. However, flow of credit from the formal sources to SMEs in Pakistan is at its evolutionary stages. The structure and human resource of the financial institutions do not match the requirements for extending financing to SMEs.

The situation seems to be changing: promulgation of separate set of prudential regulations governing SME financing by the State Bank of Pakistan (SBP) has provided policy framework which practically encourages financial institutions to actively pursue SME financing. Financial institutions now realize that SME Financing is different from financing conventional businesses, and present its own risks and opportunities. Realizing the potential in SME sector, banks are bringing in structural changes by setting up SME divisions and SME desks. The time is right to assist financial institutions in identifying financing requirements of different industrial sectors. One of the most efficient ways of doing that is identification of common need of a sector and design financing program accordingly. It helps in establishing standardized loan approval and disbursement procedures and eventually reduces application handling costs.

Lack of accurate information / data required to design a financing program in any given sector has been mentioned as one of the major issues. SMEDA has been facilitating Financial Institutions in developing lending programs in sectors with significant SME presence. In pursuance of that, NBDP / SMEDA intend to engage research institutions / consulting firms to carried out 'Research Studies on SME Lending Requirements' to assess viability of the financing scheme in view of market volume, production capacities and additional revenue generation.

2. Purpose of the Assignment

This project 'Research Studies on SME Lending Requirements' is envisaged to establish and quantify the need for formal credit in the selected sectors. The objective of this information memorandum is to provide sufficient information to financial institutions for designing lending programs pertaining to the specific financing requirements of the selected sector. The information derived from the proposed research studies will not only facilitate commercial banks in aligning their financing strategies more effectively in the targeted sectors and consequently come up with sector specific banking products in the future.

Additionally, study finding will also help NBDP / SMEDA in formulating targeted interventions for the studied sectors more effectively.

3. Target SME Sectors for the Proposed Studies

NBDP / SMEDA plans to execute the proposed project of 'Research Studies on SME Lending Requirements' in a few important SME Sectors through reputed research institutions / consulting firms. The brief information of the selected sectors is as follows:

Sr. No	Sector	Indicative Locations for Primary Survey of SMEs
1	Information Communication Technologies (ICT) Sector	05 Locations: Islamabad, Lahore, Karachi, Peshawar, Quetta.
2	Garments Sector (Knitted & Woven)	03 Locations: Karachi, Lahore and Faisalabad.
3	Chemicals Sector (Industrial & Agriculture)	02 Locations: Multan and Bahawalpur
4	Plastic Products Sector (Furniture, Pipes & Fittings)	04 Locations: Lahore, Gujranwala, Rawalpindi and Karachi.
5	Hospitality and Tourism Sector (Hotel, Resorts & Restaurants)	03 Locations: Islamabad, Gilgit Baltistan and Swat
6	Fruit Processing (Mango, Citrus, Apple & Peach)	04 Locations: Multan, Sargodha, Quetta and Swat

The actual locations for Primary Survey of SMEs will be finalized in consultation with the client and will be submitted in the inception report, however, the number of locations will not change.

4. Scope of Work

The qualified research institutions / consulting firms will be engaged to take up the assignment of research study to identify and quantify the need for financing products in each of the SME sectors as specified above, through secondary as well as primary research. Accordingly, a conclusive report on a particular sector based on the study findings will be prepared and submitted by the selected bidders. Each report will essentially be comprised of the two main sections i.e. 'Industry Analysis' and 'Financial Analysis' as per the proposed 'Content of the Report' / 'Outlines of the Assignment' as mentioned below.

The bidder may apply for conducting the research study in any one, or all of the sectors. However, bids must be submitted for complete scope of work.

In order to accomplish the proposed 'Scope of Work' as per the desired 'Content of the Report' / 'Outlines of the Assignment' the bidder will perform activities including but may not be limited to the following:

- i. Desktop research with respect to contribution of selected SME Sectors to the overall GDP of Pakistan as well as its share in export earnings where applicable, employment generation and value addition in the country.
- ii. Global trade analysis and market analysis through authentic data sources (e.g. UN Comtrade, Trade Map, ITC etc.), where applicable.
- iii. Preliminary consultations with a minimum 03 banks that have sizeable portfolio of SME lending and any other financial institutions (FIs) (leasing companies, Islamic modes of financing, etc.) that may be applicable to the cluster / sector. The consultations are to be documented and concluded with a list of requirements from all FIs for incorporation in the final document. Selection of Banks / FIs and meetings thereof to be made in coordination with NBDP team.
- iv. Development of questionnaire for conducting primary research survey.
- v. Sampling of SMEs for conducting primary survey.
- vi. Sample size for primary survey should not be less than 20 SMEs per City with total of 150 SMEs per sector with following category wise distribution;
 - Small Size (S): 15% Units
 - Medium Size (M): 70% Units
 - Large Size (L): 15% Units

The sample size will be distributed among the subsectors / value chain players as per estimation of number of units in the value chain. definition of S, M and L will be considered as per the prevailing 'Sector Dynamics' and 'Business Volumes and will be finalized in consultation with the Client.

- vii. Study the existing value-chains, its backward and forward linkages, and identification of geographic sources of raw material, product mix, exportability and market segmentation in which the particular sector is potentially active.
- viii. Conduct SWOT analysis of the sector
- ix. Analyze the growth potential of the sector in various domestic and international market segments.
- x. Suggest improved technologies that need to be introduced / improved along the value chain to meet the high-end market. Following table is to be provided for Small, Medium & Large units in each segment of the value chain.

Existing Machinery			Required Machinery		
Description	Quantity	Cost (PKR)	Description	Quantity for Segment	Cost (PKR)

- xi. Quantify the future financing need of SMEs belonging to a particular category (i.e. S, M and L), especially related to identification of 'Short Term', 'Medium Term' and 'Long Term' financing needs / requirements. For instance;

- Short Term Financing (e.g. Working Capital) Requirements for S, M and L
 - Medium Term Financing (e.g. Technology Upgradation) Requirements for S, M and L
 - Long Term Financing (e.g. Business Expansion) Requirements for S, M and L
- xii. Identify business areas for which these enterprises feel financial crunch / cash flow problems, and are willing to seek funding from financial institutions to bridge this gap.
 - xiii. Draw a comparison of impact of informal / trade credit with formal / bank financing in terms of the IRR, Annual Revenue, and net cash at the end of the year.
 - xiv. Develop a detailed financial model for each type of financing. The financial models should comprise of projected expenses, estimated revenues based on certain assumptions, sensitivity analysis and financial statements. A standard financial model will be provided by the client.
 - xv. Develop a draft lending programs for each of the category (S,M,L) including but not limited to loan type, average loan size & tenure of the loan.
 - xvi. Present draft to Banks and other FIs consulted in the preliminary consultative process, through a single or individual meetings, in coordination with NBDP team. Incorporate feedback in final draft after consultations with NBDP team.
 - xvii. Identify issues faced by the SMEs in the sector with respect to policy & regulatory processes, market development / marketing, capacity building & training etc.
 - xviii. Provide high quality pictures and a 03-05 minutes high definition video of the production process.
 - xix. Any other as required by the Client

4.1 Indicative Contents / Outlines of the Assignment

a) Introduction of the Sector

- i. Brief history with respect to evolution of sector
- ii. Location in terms of geographical spread of the sector
- iii. Product mix – range and quality
- iv. Total employment generation
- v. Contribution in GDP and Exports (if any)
- vi. Total number of units in the sector and their bifurcation into small, medium and large
- vii. Nature / constitution of SME establishments – sole proprietorship, partnership or companies
- viii. Key challenges for growth expansion and funds availability
- ix. Growth potential and future outlook of the sector
- x. Current credit utilization and sources of finance in addition to formal credit, its rates and terms of payment.

b) Market Dynamic

- i. Market demand and supply
- ii. Sector size in terms of volume and value (PKR)
- iii. Trade mechanism for all products / services

- iv. Analysis of competitive environment of the industry
- v. Extent of competition and barriers to entry
- vi. Regulatory framework and compliance requirements
- vii. SWOT analysis

c) Global Trade – Where Applicable

- i. Major players (Exporters and Importers)
- ii. Trade partners of major exporters and importers
- iii. Export trends of major players
- iv. Pakistan export trends and trade partners
- v. Export price trends, Pakistan and competitors
- vi. Emerging products and export destinations
- vii. Impact of globalization on the Sector

d) Credit Absorption Capacity of the Sector

- i. Total number of units in the Sector
- ii. Category wise (i.e. S, M and L) average investment in a unit (PKR)
- iii. Total production capacity of the sector both in terms of value and quantity; moreover, identification of average production capacity of S, M and L units
- iv. Total sales volume of the sector as well as identification of average production capacity of S, M and L units
- v. Cost Structures for each category of units i.e. S, M and L
- vi. Break-up of cost of production
- vii. Raw material off take
- viii. Average raw material requirement
- ix. Total raw material requirement of the industry
- x. Existing terms of trade for raw material purchase

e) Financial Model to Determine

- i. Average loan size of a particular type of loan (i.e. Short, Medium and Long Term) for each category of SMEs (i.e. S, M and L) separately
- ii. Category wise repayment capabilities of SMEs (i.e. for S, M and L)
- iii. Category wise recommended minimum and maximum financing limits (i.e. for S, M and L)
- iv. Category wise recommended optimal unit size in terms of production and sales (i.e. for S, M and L)
- v. The financial model should comprise of projected expenses, estimated revenues based on certain assumptions, sensitivity analysis and financial statements (i.e. Income Statement, Balance Sheet and Cash Flow Statement).

f) Alternate Data Points

SMEs generally do not have formal business accounts and it is difficult for the Banks to establish their revenue streams. The consultant will Identify alternate data points that can be linked with the revenue of the business, and for which some sort of third-party validation can

be obtained. An example could be electricity usage by a business as a %age of production cost, that can be confirmed from monthly billing. The objective is to assist banks in estimating the income of the business for determining credit / financing limits.

Above mentioned information will be supported by flow charts, tables and diagrams wherever deemed necessary.

4.2 Expected Outcome of the Lending Program

The main objective of these research studies is to facilitate financial institutions in formalizing their lending products specific to these sectors, which ease the access to finance for these sectors that would leads to profitability, employment generation, increase in exports, capacity utilization etc.

5. Expected Output and Deliverables

Assignment Phases	Deliverables / Outputs	Review and Approval
Phase 1 Assignment Inception	Review of reports / secondary data on sector (s), Finalization of locations, development and finalization of 'Survey Questionnaire'	Review and Approval of NBDP Team
	Identification and selection of 'SME Sample'	Review and Approval of NBDP Team
	Development and finalization of standard 'Financial Models'	Review and Approval of NBDP Team
Phase II Information / Data Collection through 'Primary Survey' and 'Secondary Data'	Field survey of SMEs / Banks, FIs	-
	Data collection and compilation	-
	Data analysis	-
	Secondary data collection	-
	Development and finalization of required 'Financial Models'	Review and approval of NBDP Team
Phase III Development of independent Study report for each sector	Incorporation of data in the word document	
	Preparation of report as per standard 'Table of Contents of the Assignment'	Review and approval of NBDP Team
	Presentation of 'Draft Report' for review	Review and approval of NBDP Team
	Finalization of report as per suggested changes	
	Final Copy (3 Hard Copies & Soft copy on CD)	
	Power point presentation based upon the Final report	

The Consultant is required to make a presentation on the Final Report(s) in at least 01 awareness session for information dissemination of each Lending Program study to be held in the cluster location. A joint event for all the studies will be held at Karachi. The awareness sessions shall be attended by FIs / Banks, The State Bank of Pakistan and any other stakeholders as identified by NBDP team and SMEDA.

1. Commencement and Duration of Assignment

- i. Commencement: From the date of signing of contract
- ii. Duration: Estimated duration of the assignment is 12 months.

2. Terms of Payment

Payments shall be released by the Employer to the Contractor, at Employer's choice, either in the form of Cheque/(s) drawn in the favour of the Contractor or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favour of Contractor. If Letter of Credit is opened in favour of contractor the cost (commission and bank charges) of L/C shall be the responsibility of the Contractor.

The payment to the Contractor shall be made in part or whole as per the following schedule:

Sr. No.	Items / Output / Deliverable	Payment (%age of Contract Value)	Condition for Release of Payment
1	Mobilization Advance	-	Maximum up to 30%, subject to submission of Pay-order / Bank Guarantee of equal amount in favour of the project. If availed, will be adjusted in the Interim Payments proportionately.
2	Submission and Approval of Documents as 'Specified in Phase I'	Up to 20%	Submission of invoice and acceptance of deliverable by the project management.
3	Completion of Field survey and Submission of Draft Financial Model(s) and Report(s)	Up to 60%	Submission of invoice and acceptance of deliverable by the project management.
4	Submission of Final Report	Up to 100%	1. Acceptance of deliverable by the project management. 2. Submission of original Invoice / 03 coloured and a soft copy of the reports.

3. PROPRIETARY RIGHTS

The Employer will have all proprietary rights of the all the information, documents, data and any other information / material related to the assignment in any form whatsoever. The bidder 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.

4. THE TECHNICAL PROPOSAL

The technical proposal of eligible organizations will be evaluated using the scoring criteria. The technical proposal must be submitted as a self-explanatory document, having a table of content, headings and page numbering for easy reference and comparative analysis. The technical proposal should contain following and any additional information and copies of all required documents should be attached.

4.1 Profile of the Firm

Please provide detail information regarding firm and its corporate profile. Please use **Annexure – A** for providing firm's information. Further, following information should also be provided;

- i. Legal name of the Firm
- ii. Contact information
- iii. Legal status, proof of registration (Firm, income / sales tax etc.)
- iv. List & profile of company directors / founders and top team members who have been in the company for more than 3 years
- v. List of company owned / rented offices
- vi. Brief description of Services
- vii. Top 3 projects ever delivered or being delivered by the company in terms of financial value of business or strategic importance of client (Submission requirement as per Annexure C-2)
- viii. Litigation history

4.2 Experience of the Firm

Please provide detailed information of assignments in context of the Scope of work of this assignment in which the firm was engaged. Following is to be included in this section:

- i. Introduction and General Experience of the Firm (**Annexure – C**)
- ii. Experience relevant to the current assignment as per (**Annexure – C1**)
- iii. Any other information

4.3 Proposed Key Resources for the Assignment

It is strongly recommended that in addition to the experts required for these studies, a **professional with hands-on experience of SME Banking**, with exposure of developing SME banking products be included in the team. The bidder will ensure that the proposed resources will perform their assigned role till the completion of the project

Please provide information for the Proposed Team staff who will be engaged in assignment as per the following table:

#	Name of Employee	Role in this assignment	Qualification	Experience (Years)	Reference page # for detailed CV

Please attach their CVs as the format in Annexure – D for detailed information.

4.4 Proposed Approach and Methodology

Please describe the objectives of this task through proposed approach and methodology. Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present the Technical Proposal according to the following chapters:

- i. Technical Approach and Methodology
- ii. Work plan

9.4.1 Technical Approach and Methodology

The potential consulting firm has to propose its understanding of the objectives and scope / TORs of the assignment. Their annotated approach followed for data collection, data validation and financial modelling to execute each of the sections indicated in scope of work. This must include brief description of the tasks, implementation methodology proposed for efficient delivery of the tasks, and quality mechanisms offered. The consultant should also propose their methodology for presenting the data collected in to a report and the mechanism for quality assurance.

The consulting firm may also be invited for a presentation on their proposed methodology. You may highlight the problems being anticipated by you in this assignment and their importance and explain the technical approach you would adopt to address them.

a). Innovative ideas

Please list the top five innovative ideas/ steps to solve this assignment (if any). Specify how you will implement those ideas.

b). Challenges and solutions

Challenges and reviews will be marked based on their importance of challenges and quality of their mitigation plan. Please list down top five. They will be marked based upon relevance, importance and solution proposed.

9.4.2 Work Plan

The potential Consulting firm has to purpose its work plan against the main activities of the assignment, their content and estimated duration, describing phasing, interdependences and milestones. The proposed work plan should be consistent with the technical approach and methodology, showing clear understanding of the TORs and the ability to translate them into a deliverable working plan.

Curriculum Vitaes of key resources for the assignment (actually deployed), along with allocated man hours for each against their duties should also be submitted as per Annexure - D.

Appendix B

REPORTING REQUIREMENTS

S.#	Description	Date of submission
1.	Data reporting as per requirement	As decided by both parties in writing

Section IV

Standard Forms

Form of Bid Security

Form Of Bid Securing Declaration

Form of Performance Security

Form of Mobilization Advance

Form of Integrity Pact

A. FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Purchaser)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Bidder) with

address: _____

Penal Sum of Security (express in words and

figures): _____

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, which whereas the Principal has submitted the accompanying Bid numbered and dated as above for

_____ (Particulars of Bid) to the said Employer; and WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

(1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

(2) That in the event of;

(a) The Principal withdraws his Bid during the period of validity of Bid, or

(b) The Principal does not accept the correction of his Bid Price as required by the Purchaser or

(c) Failure of the successful bidder to

- (i) Furnish the required Performance Security, in accordance with General and Special Conditions of Contract, or
- (ii) Sign the proposed Contract Agreement, in accordance with the requirements of the Employer.
- (iii) The entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said 2requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

1. Signature _____

2. Name _____

3. Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

B. BID SECURING DECLARATION FORM

(Printed and signed on Rs. 100 Judicial Stamp Paper)

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

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

Bid Title: *[insert name of the Procurement process]*

To: **National Business Development program for SMEs (NBDP)**

I/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 automatically be Blacklisted and henceforth cross debarred from being eligible for participation in any procurement process with SMEDA / NBDP for the period of Six months or such other time as may be determined by the PPRA from time to time if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) despite having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) fail to sign the contract if required by SMEDA / NBDP to do so or (ii) fail or refuse to furnish the Performance Security or (iii) fail or refuse to comply with any other condition precedent to signing the contract specified in the Tender Document.

We understand that this Bid Securing Declaration shall stand discharged 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 Consultant; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert **complete name of person signing the Proposal Securing Declaration**]*

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of the Bidder / Bidder Firm**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal]

C. FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Consultant) with

address: _____

Penal Sum of Security (express in words and

figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____ 2. Name _____

_____ 3. Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

D. FORM OF MOBILIZATION ADVANCE GUARANTEE**(Bank Guarantee)**

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____
 _____ (Particulars of Contract) with
 _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____

(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the

1. Signature _____
2. Name _____
3. Title _____

1. _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

E - 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 No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

..... [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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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.

Name of Buyer:
 Signature:

[Seal]

Name of Seller/Supplier:
 Signature:

[Seal]

Form of Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of __(*month*) of (year), between, on the one hand, _____ (Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns)

And,

On the other hand, _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Reporting Requirements
- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

- (b) The Client shall make payments to the Consultants 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

	For and on behalf of

Witness	(CLIENT)
Signatures _____	Signatures: _____
Name: _____	Name: _____
Title: _____	Title: _____
	(Seal)

	For and on behalf of

Witness	(CONSULTANTS)
Signatures _____	Signatures: _____
Name: _____	Name: _____
Title: _____	Title: _____
	(Seal)

GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1.1 Definitions

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 the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Third Party" means any person or entity other than the Client or the Consultants or;
and

(o) "Project" means the work specified in SC for which Technical consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

1.7 Taxes and Duties

Unless specified in the SC, the Consultants and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than fifteen (15) 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 except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased the circumstances warrant otherwise:

- (a) The Consultants shall inform the Client of the circumstances and probable effects;
- (b) The increase in scope shall be regarded as Additional Services; and
- (c) The Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and 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 actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract 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; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding Twenty (20) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within twenty (20) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(f) If the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than sixty (60) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall 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 Consultants, and equipment and materials furnished by the Client (if any), the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

(a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

(b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel and their agents similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in relation to the assignment.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the planning, specifications evaluation, fabrication monitoring the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for that activity (s) in accordance with the terms of the Contract.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Insurance to be Taken out by the Consultants

The Consultants may take out and maintain, at their own cost, insurance against the risks associated with the services. Client shall not be liable for any payment against any such insurance taken by the consultant.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-A merely by title but not by name;
- (b) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

Unless otherwise agreed by the parties hereto, in case of failure of the Consultants to submit the reports / scope of work as stated herein above, the Consultants shall be liable for payment of liquidated damages unto the Client as specified in the SC.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix A. The Key Personnel listed by title and/or by name, as the case may be, in Appendix A are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;

(b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be

dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

(a) provide at no cost to the Consultants and Personnel such documents prepared by the Client or other technical consultants appointed by the Client as shall be necessary to enable the Consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

(b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;

(e) provide to the Consultants and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

(a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.

(b) coordinate with any other consultants employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly.

5.4 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in SC at the times and in the manner specified in said SC Clause, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

Contract price as mentioned in SC.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

(a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within thirty-five (35) days after the Consultants' invoice has been delivered to the Client.

6.5 Additional Services

Additional Services means:

(a) Services as approved by the Client outside the Scope of Services described in Appendix A;

(b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.6 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

8. INTEGRITY PACT

8.1 If the Consultant or any of his agents or personnel is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Form-D to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his agents or personnel;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1.1 (o)	"Project" means "Consultancy Services for Research Studies on SME Lending Requirements" under National Business Development Program for SMEs"
1.6	<p>Authorized Representatives The Authorized Representatives are the following: For the Client: Project Director National Business Development Program for SMEs 3rd Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Tel: (042) FAX: (042)- 6304926 Email: pd@nbdp.org.pk</p> <p>For the Consultants: (Name of Project Manager): _____ (Project): _____ (Address): _____ _____ _____ Telephone : _____ Facsimile : _____ E. mail : _____</p>
1.7	<p>Taxes and Duties To be paid by consultants as may be levied under the applicable law.</p>
2.1	<p>Effectiveness of Contract The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.</p>
2.2	<p>Termination of Contract for Failure to Become Effective The time period shall be twenty-eight (28) days, or such other period as the Parties may agree in writing.</p>
2.3	<p>Commencement of Services The Consultants shall commence the Services within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.</p>
2.4	<p>Expiration of Contract The period of completion of Services shall be 6 months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before _____. "Completion of Services" means successful submission of the deliverables under the contract to the satisfaction of the Client.</p>

3.6	Consultants' Actions Requiring Client's Prior Approval The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following: <ul style="list-style-type: none"> i) Details of any nominated sub-contracts. ii) Any action under terms of Performance Guarantee. 										
3.7	Liquidated Damages The Consultants shall be liable to pay liquidated damages upto 10% of the contract price.										
3.8	Documents Prepared by the Consultants to be the Property of the Client The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.										
5.1.1	Assistance (e) Assistance and exemptions to be provided by the Client as the Parties may agree in writing.										
5.1.2	Coordination (a) Relevant Government Departments as the parties may agree.										
5.1.3	Approvals The Client shall accord approval of the documents immediately but not later than twenty (20) days from the date of their submission by the Consultants.										
5.4	Services and Facilities As deem appropriate by the Client.										
6.1	Lump Sum Remuneration The Consultants' total Remuneration shall not exceed the contract price and shall be a fixed lump sum including all staff cost, incurred by the consultants in carrying out the services described in Appendix- A										
6.2	Contract Price (a) The amount in Pakistani Rupees is..... (b) The breakdown of Contract Price shall be as under:										
6.3	Terms and Conditions of Payment Payments shall be released by the Employer to the Contractor, at Employer's choice, either in the form of Cheque/(s) drawn in the favour of the Contractor or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favour of Contractor. If Letter of Credit is opened in favour of contractor the cost (commission and bank charges) of L/C shall be the responsibility of the Contractor. The payment to the Contractor shall be made in part or whole as per the following schedule: <table border="1" data-bbox="268 1657 1436 1908"> <thead> <tr> <th>Sr. No.</th><th>Items / Output / Deliverable</th><th>Payment (%age of Contract Value)</th><th>Condition for Release of Payment</th></tr> </thead> <tbody> <tr> <td>1</td><td>Mobilization Advance</td><td>-</td><td>Maximum up to 30%, subject to submission of</td></tr> </tbody> </table>			Sr. No.	Items / Output / Deliverable	Payment (%age of Contract Value)	Condition for Release of Payment	1	Mobilization Advance	-	Maximum up to 30%, subject to submission of
Sr. No.	Items / Output / Deliverable	Payment (%age of Contract Value)	Condition for Release of Payment								
1	Mobilization Advance	-	Maximum up to 30%, subject to submission of								

				Pay-order / Bank Guarantee of equal amount in favour of the project. If availed, will be adjusted in the Interim Payments proportionately.
	2	Submission and Approval of Documents as 'Specified in Phase I'	Up to 20%	Submission of invoice and acceptance of deliverable by the project management.
	3	Completion of Field Survey and Submission of Draft Financial Model(s) and Report(s)	Up to 60%	Submission of invoice and acceptance of deliverable by the project management.
	4	Submission of Final Report(s)	Up to 100%	3. Acceptance of deliverable by the project management. 4. Submission of original Invoice / 03 coloured and a soft copy of the reports.
6.4	Period of Advance Payment As provided in SC 6.3 above.			

Section VI

Table of Forms

Technical Proposal Submission Form

Financial Proposal Submission Form

Financial Form (Summary of Cost)

Applicant Information Form (Annexure – A)

Litigation History (Annexure – A1)

Organization Structure of the Applicant (Annexure – B)

General Consultancy Experience (Annexure – C)

Relevant Experience (Annexure – C1)

3 Top Projects (Annexure – C2)

Curriculum Vitae of key Resources (Annexure – D)

Timeline for Work Assignment Completion (Annexure – E)

Eligibility Response Checklist (Annexure–F)

Technical Proposal Submission Form

Date: *[Insert day, month, year]*Title: *[insert title of assignment]*

To,
Project Director
National Business Development Program for SMEs
3rd floor, building No 3, Aiwan -e-iqbal complex Egerton Road, Lahore.
Tel: 042-111-111-456, Fax: 042-3634926
Email: pd@nbdp.org.pk

We, the undersigned, offer to provide the consultancy services for “**Research Studies on SME Lending Requirements**” in accordance with your Request for Proposal (RFP) dated: *[insert date]*. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial proposal sealed in a separate envelope”.

[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,

- We have examined and have no reservations to the RFP Document.
- Our proposal shall be valid and remain binding upon us for the period of time specified in the bidding data.
- We understand that you may cancel the process at any time and that you are not bound to accept any Proposal you may receive, without incurring any liability to the Bidders.
- All information, statements and description contained in this Proposal are in all respect true, correct and complete to the best of our knowledge and belief, we accept that any misleading information contained in it may lead to rejection of proposal.

Signed: *[signature of an authorized representative of the Applicant in Full and Initials]*

Name of the Authorized Contact Person of Firm: _____

In the capacity of: *[insert capacity of person signing the Application]* duly authorized to sign bids for

and on behalf of

Firm Name: _____ Stamp of the Firm: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

Financial Proposal Submission Form

Date: *[Insert day, month, year]*

Title: *[insert title of assignment]*

To,
Project Director
National Business Development Program for SMEs
3rd floor, building No 3, Aiwan -e-iqbal complex Egerton Road, Lahore.
Tel: 042-111-111-456, Fax: 042-3634926
Email: pd@nbdp.org.pk

We, the undersigned, offer to provide the consultancy services for “**Research Studies on SME Lending Requirements**” in accordance with your Request for Proposal (RFP) dated: *[insert date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[insert amount(s) in figures and words] [insert the amount “including all taxes”] {Please note that all amount shall be the same as in Financial Proposal Form}*

Our Proposal shall be binding upon us up to the expiration of bid validity period, as stated in clause 14.1 of Bidding data sheet.

No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.

We understand that you are not bound to accept any proposal you receive

Yours sincerely,

Authorized Signature *[in full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[In case of JV either all the members sign or only the lead member in JV, in which case the power of attorney to sign on behalf of all members shall be attached]

FINANCIAL FORM**Summary of Costs**

The bidders are required to submit their financial proposal for each of the sectors applied for as per the following:

Sr. No	Name of Sectors	Corresponding Location(s)	Cost of Assignment (PKR) Inclusive of tax
1			
2			
3			
4			
5			
6			
	Total (Inclusive of all Applicable taxes)		

The Proposal must remain valid for a period of 90 days from the Closing date.

[Total cost should match the amount in Financial Proposal Submission Form]

Annexure – A
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))	<input type="checkbox"/> Public Sector Organization <input type="checkbox"/> Section 42 Company <input type="checkbox"/> Public Ltd. Company <input type="checkbox"/> Private Ltd. Company <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Others (Please specify)
6	Geographical Presence of the firm	<input type="checkbox"/> Punjab <input type="checkbox"/> Khyber Pakhtunkhwa <input type="checkbox"/> Sindh <input type="checkbox"/> Balochistan
Please provide details to substantiate presence in each Province.		
6	Name and designation of ‘Head of Organization’/Company directors or founders Years of association with the firm Mobile: Phone/s: Email: Fax: Address of organization: Website address:	
7	Name and designation of ‘Authorized Contact Person’:	

	Phone/s:	
	Mobile:	
	Email:	
	Fax:	

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)

Annexure – B

ORGANIZATION STRUCTURE OF THE APPLICANT

1. Applicants are required to provide organization structure indicating the details of various departments.
2. Please attach the organogram showing the hierarchy of the organization and provide reference page number here.

Annexure – C**General Consultancy Experience**

(Provide Documentary Evidence**: Award of contract / Completion Certificates etc.)

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

Copy the above table for another response.***Only Projects / Assignments with Verifiable documentary Evidence would be considered**

Annexure – C (1)**Relevant Experience**

(Provide Documentary Evidence**: Award of contract / Completion Certificates etc.)

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

Copy the above table for another response.***Only Projects/Assignments with Verifiable documentary Evidence would be considered******* In Addition, to the documentary Evidence, the potential firm may also submit the relevant research study conducted by the firm.**

Annexure – C (2)**3 Top Projects**

(Provide Documentary Evidence**: Award of contract / Completion Certificates etc.)

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

Copy the above table for another response.***Only Projects/Assignments with Verifiable documentary Evidence would be considered******* In Addition, to the documentary Evidence, the potential firm may also submit the relevant research study conducted by the firm.**

Annexure – D
“Curriculum Vitae”

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

Education: (List college / university or other specialized education)

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

Total Experience of the Employee (Years): _____

Employment with Applicant

Period: <i>MM/YYYY to (MM/YYYY)</i>	
Job Title:	
Summary of activities performed:	
Employing Organization Contact info for Reference:	

Other Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included, copy format provided above, for each of employment record]

Membership in professional Associations and Publications:

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 to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation describes herein may lead to my disqualification or dismissal by the client.

Name:	
Date:	
Signature	

Annexure – E**“Timeline for Work/Assignment Completion”**

Sr .#	Activity	Weeks															
		1	2	3	-	-	-	-	-	-							
1	Phase I Assignment Inception																
2	Phase II Information / Data Collection through 'Primary Survey' and 'Secondary Data', Data analysis and development of financial model(s)																
3	Phase III Development of Independent Study report of each Sector																

Total time for the Completion of Assignment (Weeks): _____

Annexure–F
Eligibility Response Checklist

Sr. No	Necessary Eligibility Information	Response/Elaboration
1	Provide a copy of proof of registration to prove legal identity of your firm.	Name of Authority:
		<input type="checkbox"/> Copy Attached
		<input type="checkbox"/> Copy Not Attached
2	Proof of registration for Income Tax	<input type="checkbox"/> Copy of Certificate Attached
3	Proof of registration for Sales Tax	<input type="checkbox"/> Copy of Certificate Attached
4	Do you have at least 10 Million of annual turnover as per last year audited financial statement / tax returns /Bank Statements?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
5	Do you have at least 5 years of Consultancy Experience?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No
6	Was your firm ever blacklisted by any government authority or department?	<input type="checkbox"/> Undertaking attached on legal paper