CORRIGENDUM
NOTICE INVITING TENDER (NIT)
FOR
"HIRING OF CONSULTANCY FIRM FOR PREPARATION OF FEASIBILITY STUDIES / BUSINESS PLANS"
Reference No. INF-KRY No.1540/25 (Dawn Newspaper)

1. Sindh Enterprise Development Fund (SEDF) invites applications from reputed **Consultancy Firms** for the preparation of **Feasibility Studies and Business Plans** for SEDF's priority clusters.

2. Availability of Tender Documents: Tender documents containing detailed Terms of Reference (TORs), evaluation criteria, and scope of services can be downloaded from **SPPRA website** **https://portalsindh.eprocure.gov.pk/#/** and **SEDF website** **www.sedf.gos.pk** through the **EPAD (E-Procurement) System** from **15th May 2025 (Thursday)** till **2nd June 2025 (Monday)** on or before **12:00 PM**. Interested bidders are required to submit a **Pay Order / Demand Draft** of **Rs. 5,000/- (non-refundable)** in favor of *"***Sindh Enterprise Development Fund***"(NTN: 3774678)* as the cost of tender documents.

3. Method of Procurement: will be carried out through **Single Stage – Two Envelope** procedure under **Quality and Cost Based Selection (QCBS)** method for open competitive bidding. all interested bidders must upload their proposals via the **SPPRA EPADs portal** at https://portalsindh.eprocure.gov.pk.
Note: A printed copy of the uploaded documents, along with the required bid security, must also be submitted to the procuring agency at the address mentioned in the tender.

4. Bid Security: Financial proposals must be accompanied by a **bid security of 2%** of the total bid amount (refundable) in the form of a **Pay Order / Bank Draft / Bank Guarantee** issued by a scheduled bank in Pakistan. The bid security should remain valid for at least **90 days beyond the bid validity date** and be made in favor of *"***Sindh Enterprise Development Fund***."*

5. Submission of Proposals: One hard copy of both **technical** and **financial** proposals (in separate sealed envelopes), identical to the documents uploaded on SPPRA EPADs, must be submitted along with the required bid security at the address of the procuring agency is **mandatory**.

6. Opening Financial Proposals: Only those firms that are **technically qualified** will be eligible/ considered for opening of Financial Proposals and further evaluation.

7. Deadline for Submission: Bids must be submitted via the **SPPRA E-Procurement Portal** on or before **2nd June 2025 (Monday) at 12:00 PM**.

8. Bid Opening Date & Time: Bids will be opened on **2nd June 2025 (Monday) at 02:00 PM**

through the **SPPRA EPADs portal**. All designated committee members and interested bidders are required to be online during the opening and evaluation, Bidders who fail to appear online during the opening session will be marked as absent, and their bids will be rejected.

- All bidding activities, including submission and evaluation of **technical** and **financial** proposals, will be conducted through the **SPPRA EPADs portal**.
- All required documents must be uploaded before the deadline.
- One hard copy of both technical and financial proposals (same as uploaded) along with the bid security is **mandatory**.

9. Disqualification: Any false or misleading information submitted by a firm/company/agency will result in immediate disqualification at any stage of the process.

10. Right to Accept or Reject Bids: The procuring agency reserves the right to reject any or all bids as per the relevant provisions of **SPPRA Rules 2010**, specifically **Rule 25(1)**.

11. Other Conditions:

(a) Under the following conditions the bid will be rejected:

(i) Conditional and telegraphic bids/tenders.

(ii) Bids are not accompanied by bid security of required amount and form.

(iii) Bids received after the specified date and time.

(iv) Blacklisted firms.

(b) Bidders must submit an affidavit mentioning that the agency/firm has never been blacklisted.

Manager Admin
Sindh Enterprise Development Fund
1st Floor, Block B, FTC Building, Shahrah-e-faisal, Karachi
Tel: 021 99221584 - 88
Email: info@sedf.gos.pk
URL: https://www.sedf.gos.pk

Request for Proposal (RFP)

FOR

HIRING OF CONSULTANCY FIRM(s) FOR PREPARATION

OF

FEASIBILITY STUDIES / BUSINESS PLANS

Sindh Enterprise Development Fund (SEDF), Investment Department

Government of Sindh

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement refers to the Sindh Public Procurement Rules, 2010

CONTENTS

NOTICE INVITING TENDER (NIT) 7
Preface 9
Mandatory Eligibility Criteria Checklist 10
Section 1. Letter of Invitation 11
Letter of Invitation 11
Section 2. Instructions to Consultants 12
Instructions to Consultants 12
17.1 Evaluation of Technical Proposals 22
18 Financial Proposals 24
19 Evaluation of Financial Proposal 24
Data Sheet 27
Section 3. Technical Proposal - Standard Forms 30
FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM 31
For FTP Only 32
B - Consultant's Experience 33
For FTP Only 34
FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OFREFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA 34
FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND 35
WORK PLAN FOR PERFORMING THE ASSIGNMENT 35
Objectives 35
Contents of Feasibility Studies 37
Deliverables 38
FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS 40
FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF ... 41
FORM TECH-7. STAFFING SCHEDULE[1] 44
FORM TECH-8. WORK SCHEDULE 46
Section 4. Financial Proposal - Standard Forms 47
1.FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM 48
FORM FIN-2. SUMMARY OF COSTS 49
General Conditions of Contract 51
2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF

CONTRACT 55
OBLIGATIONS OF THE CONSULTANT 57
CONSULTANT PERSONNEL 59
OBLIGATIONS OF THE PA 60
PAYMENTS TO THE CONSULTANT 60
Special Conditions of Contract 62
FINANCIAL NEGOTIATIONS -BREAKDOWN OF REMUNERATION RATES 67
Sample Form 70
Section 4. Financial Proposal - Standard Forms 71
Consultant's Representations Regarding Costs and Charges 71
(INTEGRITY PACT) 72
DRAFT CONTRACT 73

NOTICE INVITING TENDER (NIT)
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16. **Submission of Proposals:** One hard copy of both **technical** and **financial** proposals (in separate sealed envelopes), identical to the documents uploaded on SPPRA EPADs, must be submitted along with the required bid security at the address of the procuring agency is **mandatory**.

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- All required documents must be uploaded before the deadline.
- One hard copy of both technical and financial proposals (same as uploaded) along with the bid security is **mandatory**.

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21. Right to Accept or Reject Bids: The procuring agency reserves the right to reject any or all bids as per the relevant provisions of **SPPRA Rules 2010**, specifically **Rule 25(1)**.

22. Other Conditions:

(a) Under the following conditions the bid will be rejected:
(i) Conditional and telegraphic bids/tenders.
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(iii) Bids received after the specified date and time.
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(b) Bidders must submit an affidavit mentioning that the agency/firm has never been blacklisted.

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Preface

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPRA 2010.

2. Before preparing for an RFP, the procuring agency/ user must be familiar with the SPPRA 2010, and Rule No 72

3. Rule No 72 (1) shall be adopted for assignments of a standard or routine nature where well-established practices and standards exist.

3. In case Rule No 72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency choses other method of selection according to Rule No 72 (2), (3), (4), (5), and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.

4. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment condition.

Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this PRE-RFP / RFP document are fulfilled. These **requirements must be furnished at the time of submission of Proposal.**

Non-submission of any one of the following applicable requirements shall result in disqualification in the initial phase:

#	Mandatory Eligibility Criteria Checklist	Mark ☑ / ☒
1.	Proof of Certificate of Incorporation or Registration or equivalent please check ☑ otherwise put a Cross ☒ in the Mark Column).	
2.	Proof of registration with tax authority (FBR, SRB), please check ☑, otherwise put a Cross ☒ in the Mark Column).	
3.	Original affidavit (not older than one month) on Stamp Paper(s) worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by SPPRA, Government, Semi-Government, Private, Autonomous body, or any other international organization. please check ☑ otherwise put a Cross ☒ in the Mark Column).	
4.	Original affidavit (not older than one month) on Stamp Paper(s) worth Rs.100 or more that the bidder is an active taxpayer and has submitted its tax return for the preceding fiscal year. **Taxpayers list serial number (downloadable from FBR's website) is also to be mentioned.** please check ☑ otherwise put a Cross ☒in the Mark Column).	
5.	All the required documents and Tender documents should be uploaded on **SPPRA EPAD's Portal** and submitting a copy of a technical copy of technical proposal and financial bid security order shall be submitted in the office of Sindh Enterprise Development Fund. (Note: requirements of submitting on SPPRA EPAD's Portal & submission of hard copy of technical Proposal & required Bid Security Pay order is mandatory otherwise the bidder will be rejected)	
6.	Affidavit on letterhead that bid security in the required form and manner is enclosed with the hard copy submitted in the office of **Sindh Enterprise Development Fund (SEDF), 1st floor, Block-B, FTC building, Shahrah e Faisal, Karachi**. The affidavit should not bear the amount of bid security & is to be placed in Technical Proposal with mandatory requirements include bid security Pay order in separate sealed Envelope. please check ☑ otherwise put a Cross ☒ in the Mark Column).	
7.	All required documents must include an index, be sequentially numbered, and be duly signed with the firm's official stamp.	

Note: *Bidders are required to submit the filled, signed & stamped copy of the above checklist along with the proposal. Two original affidavits will be required to fulfill requirements.*

Section 1. Letter of Invitation
Letter of Invitation

insert: Invitation/File No…...
[*insert: Location and Date*]

[insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The [*insert: Name of department/line department / implementing Unit]* (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.
   It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under **Single Stage Two-Envelope (QCBS)** selection method **and** procedures described in this RFP, in accordance with the SPPRA 2010.
4. The RFP includes the following documents:Section 1 –
   - Letter of Invitation
   - Section 2 - Instructions to Consultants (including Data Sheet) Section 3 - Technical Proposal - Standard Forms
   - Section 4 - Financial Proposal - Standard FormsSection 5 - Terms of Reference
   - Section 6 - Standard Forms of Contract
5. Please inform us in writing at the following address *[insert address]*, upon receipt:

(a) that you received the Letter of Invitation; and

(b) whether you will submit a proposal alone or in association.

Yours sincerely,

_____
[insert: Signature, name, and title of head of the department/ PA "s representative]

Section 2. Instructions to Consultants
Instructions to Consultants

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

Definitions

a. "Client" means the Department with which the selected Consultant/ Consultancy firm signs the Contract for the Services.

b. "Consultancy firm" means a professional who can study, Prepare, organize, evaluate, and manage project's feasibilities evaluate and provide specialist advice or give technical assistance for making or drafting policies, Feasibility reports/ Business Plans, visit on project sites submit project/visit reports on SEDF requirements.

c. "Contract" means an agreement enforceable by law and includes all conditions of the contract.

d. "Day" means calendar day including holiday.

e. "Government" means the Government of Pakistan.

f. "Proposal" means the Technical Proposal and the Financial Proposal.

g. "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.

h. "Feasibility study / studies" A feasibility study is an analysis and evaluation of the potential of a proposed project or venture to determine whether it is practical, viable, and worth pursuing. It assesses the project's potential for success, identifying strengths, weaknesses, opportunities, and threats (SWOT analysis).

I. "SEDF" Sindh Enterprise Development Fund

2. Introduction

2.1 **2.1** The "Client" will qualify /short list the consulting firms, in accordance with the method of Single Stage Two Envelop selection as specified.

2.2 The eligible Consultancy firm (prequalified/shortlisted) are invited to submit a Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultancy firm.

2.3 Consultancy firm should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to ask for any query, Consultants may consult with "Client" for gaining better insight into the assignment.

2.4 Consultancy firm shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The "Client" reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 "Client" "may provide facilities and inputs as required by the bidder/firm

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and hold the Procuring Agency interest paramount. They shall strictly avoid conflict with otherassignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflictthat impacts on their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such an effect.

3.1.2 Failure to disclose the said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.3 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A consultant that has been engaged by the procuringagency to provide goods, works or services other than

consulting services for a project, any of its affiliates shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from ordirectly related to the firm's consulting services for such preparation or implementation.

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed forthe same or for another Procuring Agency.

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment,
(ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

4. Fraud and Corruption

22.1 The Company requires the bidder's participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution.

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement.

22.2 "Collusive practices" means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.

22.3 The Company will have the right to inspect Bidder's accounts and records and other documents relating to the submission of proposals and

agreement performance and have them audited by auditors appointed by the Company.

22.4. Consultancy firm should observe the highest standard of ethics during the execution of Contract.

"Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or Consultant(s) who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of SPPRA RULES 2010 (amended), Consultant undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto for all the procurements estimated to exceed Rs. 10 million.

6. Eligible Consultants

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify for the short-listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub- Consultant, including individual experts, to more than one proposal isnot allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such an extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who wouldbe considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior tothe date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a resultof clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected toexamine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimated number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, the proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republicof Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultants(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering a joint venture with, or subcontracting part of the assignment to, national consultants.

For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet.

- The proposal shall, however, be based on the number of professional staff assessed by the firm.
- It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- Proposed professional staff must, at a minimum, have the experience indicated on the Data Sheet, preferably working under similar geographical conditions.

- Alternative professional staff shall not be proposed, and a curriculum vitae (CV) shall be submitted for each position (specialization).staff: staff (staff time) needed to conduct the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vi) A detailed description of the proposed methodology, workplan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment in (Section 3).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financialinformation

14. Financial Proposals

14.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered nonresponsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify bidders in writing that they have secured the minimum qualifying technical score, the date, time, and location for opening the Financial Proposals, within the bid validity period. The Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set to allow the interested bidder sufficient time to make arrangements to attend the financial opening.

14.2 Before the opening of financial bid, technical scores of qualified bidders shall be read aloud during financial bid opening session.

14.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced should be assumed to be included in the prices of other activities or items.

14.4 Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposals.

15. Taxes

15.1 The Consultancy firm will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of the contract, levied by the Government.
The bidders are advised to include all the taxes applicable by the government.

16. Submission, Receipt, and Opening of Proposals

16.1 The proposal shall contain no interlineation or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialized by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of an attorney accompanying the Proposal.

16.2 All required documents and tender documents shall be uploaded on **SPPRA EPAD'S** portal **(E-procurement system)** copies of the Technical Proposal are to be made from the original. If there are discrepancies between the originalTechnical Proposal, the original governs.
The original Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** Similarly, the original required **financial Bid Security** & **Proposal** shall be placed in separate sealed envelope clearly marked "**FINANCIAL PROPOSAL"** followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

16.3 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments in (Section 3) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA in (Section 3).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing in (Section 3).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal in (Section 3). Key information should include the number of years working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) years.

(v) Estimates of the total staff input (professional and support

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

17. Proposal Evaluation

17.1 From the time of the **Proposals are opened, to the time till Contract is awarded, the Consultancy firm should not contact the "Client" on any matter related to its Technical and/or Financial Proposal.** Any effort by Consultancy firm to influence the "Client" in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in disqualification.

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17.1 Evaluation of Technical Proposals

During the technical evaluation no amendments in the proposals should be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP documents. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 70 out of 100 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than 70% marks out of 100 in Technical Evaluation the financial Bid Security envelopes shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

S#	Technical Evaluation	Marks Allocated	Marks Obtained
1.	**Relevant Experience of firm for conducting feasibility studies for Clients in following Sectors.** (Agriculture) (i)Agri based projects (ii) Livestock & Fisheries (iii) Poultry (iv)Horticulture & floriculture (v)Storage and Cold Chain, (vi) Green energy/alternate energy (vii) Mining and Mineral Processing (viii) Women Entrepreneurship (ix) Information Technology, (x)Services/other Miscellaneous Sectors i: -e Manufacturing, Textile innovation & technology. **(*Please provide Completion Certificate or letters from clients or confirmation email or other sources from client whose consultant prepared feasibility(s)/ Business Plan(s) is Mandatory*)**		
a.	1-2 Clients	10	
b.	3-4 Clients	15	
c.	>4 Clients	**20**	
2.	**Performance of the Bidder with previous clients on projects of a similar nature based upon quality of work, control of costs, ability to meet schedules or deadlines and responsiveness to the client.** **(Provide detailed list clients & projects):** (Agriculture) (i)Agri based projects (ii) Livestock & Fisheries (iii) Poultry (iv)Horticulture & floriculture (v)Storage and Cold Chain, (vi) Green energy/alternate energy (vii) Mining and Mineral Processing (viii) Women Entrepreneurship		

	(viii) Information Technology, (x)Services/other Miscellaneous Sectors i: -e Manufacturing, Textile innovation & technology ***(Please provide a minimum of 3 feasibility studies/ Business Plans as Sample of work in USB and print copy)***		
a.	1-5 Projects	10	
b.	5-10 Projects	15	
c.	>10 Projects	**20**	
3.	**Project Team**		
	1. Key Professional Staff 2. Financial Team 3. Financial Team Leader 4. Project Finance Specialist 5. Technical Team 6. Technical Feasibility Consultant 7. Project Management Staff 8. Research & Data Collection Specialist **(List of above-mentioned team members shall be in table form: S. No, Name, Qualification, Specialization in the mentioned clusters on column 02, Experience in years, No. of Projects worked for/on along with the detailed CV's**		
a.	1-4 Team Members	10	
b.	5-10 team Members	**15**	
4.	**Firm Inception (Relevant Experience).** **(Provide incorporation Certificate)**		
a.	1-3 years	05	
b.	3-5 years	10	
c.	>5 years	**15**	
5.	Financial Capability (Revenue during the last financial year) **(Provide last year audited reports or 2 years Bank statements)**		
a.	PKR 20 to 40 million	05	
b.	PKR 50 to 100 million	10	
c.	PKR ≥ 100 million	**15**	
6.	Methodology Approach & Work Plan **(Please provide a detailed including a clear timeline outlining key milestones, completion dates for each phase of the project.)**	**15**	
	Total Points	**100**	
	Minimum qualification score (70 marks) 70%		

18 Financial Proposals

18.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders,

PROPOPOSAL	WEIGHT
Technical	70%
Financial	30%
TOTAL	100%

who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered nonresponsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify bidders in writing that they have secured the minimum qualifying technical score, the date, time, and location for opening the Financial Proposals, within the bid validity period. The Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow the interested bidder sufficient time to make arrangements for attending the financial opening.

18.2 Before the opening of the financial bid, technical score of qualified bidders shall be read aloud during the financial bid opening session.

18.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

18.4 **Quality and Cost Based Selection (QCBS) method** will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given to the Highest Obtaining marks in Technical & lowest Bidding cost.

18.5. Final assignment award will be on the basis of combined technical and financial score in the following manner:

19 Evaluation of Financial Proposal

Financial Evaluation	
#	**Description** The evaluation criteria for the bids will prioritize the lowest bidder, who will be awarded according to formula **for Financial Score Calculation (Weighted Method)** **Total Score= (Technical Marks x 0.70) + (Lowest Financial Bid / Bidder's Financial Bid x100x0.30)**

1. 1st lowest bid will receive 30 marks (1st position in financial)
2. 2nd lowest bid will receive 20 marks (2nd position in financial)
3. 3rd highest bid will receive 10 marks (3rd position in financial)

21. Negotiations

21.1 Negotiations will be held at the date and address indicated in the Data Sheet. The Consultant invited will, as a pre-requisite for attendance at the negotiations, confirm the availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

22. Technical negotiations

22.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach andmethodology, work plan, organization and staffing, and anysuggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will becomepart of Contract Agreement.

23. Financial negotiations

23.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of theservices. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP.

24. Availability of Professional staff/experts

24.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, thePA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not thecase and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall
have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within

the period of time specified in the letter of invitation tonegotiate.

25. Award of Contract

25.1 After completing required documentation / process the Company shall award the Agreement to the selected bidder who got (highest ranked i.e. in Technical & Financial Evaluation). After the agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive bidders.

26. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other personsnot officially concerned with the process, until the publicationof the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

1.1	**Name of the Assignment is**: **Hiring of Consultancy Firm for Preparation of feasibility studies / Business plans** The Name of the PA's official (s): **Sindh Enterprise Development Fund (SEDF)** Address:**1st floor, Block-B, Finance & Trade Centre Building, Shahrah e Faisal Karachi**. Telephone: +92-21-99225184-86 Facsimile: _____ E-mail: **info@sedf.gos.pk**
1.2	The method of selection is: **Single Stage: Two-Envelope (QCBS).** The Edition of the Guidelines is:
1.3	**Bid Security to be submitted together with Technical Proposal**: **Yes, _____No_____** **(All the process of bid opening and submission will be through SPPRA EPADs Portal uploading all the required documents on SPPRA EPADs portal is Mandatory)** ***(submit the 2% Bid Security in form of Pay order in favor of Sindh Enterprise Development Fund otherwise the consultant will be considered as disqualified)***
1.4	The PA will provide the following inputs and facilities: (Omitted)
1.5	**The Proposal submission address** is: Sindh Enterprise Development Fund (SEDF), 1st floor Block-B, Finance & Trade Center, Shahrah-e -Faisal Karachi. (proposals should also be uploaded/ submitted on SPPRA EPAD's Portal is mandatory) Proposals must be submitted not later than the following date and time: Date **02-06-2025** Time **12:00 PM**
1.6	Expected date for commencement of consulting services _____[*Insert date*] at: [*Insert location*] (will be communicated later)

1.7	Proposals validity that shall not be more than 90 days in case of NationalCompetitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
1.8	Clarifications may be requested not later than Seven working days before thesubmission date. The address for requesting clarifications is **Sindh Enterprise Development Fund (SEDF), 1st floor Block-B, Finance & Trade Center, Shahrah e Faisal Karachi** Facsimile: _____ E-mail: info@sedf.gos.pk
1.9	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However itis desirable that the firm's Personnel have a working knowledge of thenational and regional languages of Islamic Republic of Pakistan.
1.10	Shortlisted Consultants may associate with other shortlisted Consultants: Yes_____No _____

1.11	The estimated number of professional staff-months required for the assignment is: _____
1.12	The format of the Technical Proposal to be submitted is FTP_____, or STP_____[*check the applicable format*]
1.13	Training is a specific component of this assignment: Yes,_____ No_____ [*If yes, provide appropriate information*]: _____
1.14	The consultancy firm must upload all the required bidding documents along with RFP on SPPRA EPAD's Portal and one original both in hard form at P.A address. Technical Proposal, and the original Financial Proposal with bid security.

Consideration may also be given to the number of pages submitted as compared to the number recommendedunder para. 3.4 (c) (ii) of these Instructions.

	All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under "qualifications and competence of key staff"must be indicated in the RFP. The minimum technical score St required to pass is: **70 Points/Marks (70%)** Remuneration Type (*Insert either „Time Based" or „Lump Sum)*:_____ The single currency for price conversions is: _____
1.15	Expected date and address for contract negotiations: _____
1.16	Successful consultants are required to submit 2.5% performance security on price of contract in the form of pay order, demand draft or bank guarantee. **(Omitted)**

Section 3. Technical Proposal - Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*] [2]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal & financial along with required* ***bid security pay order 2%*** *is only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [*Delete in case no association is foreseen.*]

For FTP Only

FORM TECH-2**.** CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.*]

B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, andeach associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.*]

Assignment name:	Approx. value of the contract (in current US$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firmunder the contract (in current US$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associatedConsultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate mostsignificant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

For FTP Only

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OFREFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA

A - On Terms of Reference

(Omitted)

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

Objectives

The primary objectives of the feasibility studies are as follows:

1. Assess the feasibility and viability of potential projects within the identified clusters.
2. Provide detailed analyses of market demand, supply chain dynamics, and competitive landscape.
3. Evaluate the technical, financial, and environmental aspects of proposed projects.
4. Develop comprehensive business models and financial projections for potential ventures.
5. "Technical Assistance will encompass a range of topics, including but not limited to:
   -Market research and analysis
   -Technology assessment and evaluation
   -Feasibility studies (technical and commercial)
   -Financial analysis and planning (including investment analysis and financial management)
   -Implementation planning and strategy etc.

S. No	Description	Functions
1.	**Project Description**	• Begin by providing a detailed overview of the project, including its objectives, scope, and intended outcomes. Define the problem or need that the project aims to address and outline the proposed solution.
2.	**Market Analysis**	• Conduct thorough market research to understand the demand for the proposed solution. Identify target market segments, competitors, and key industry trends. Analyze market dynamics, such as supply and demand factors, customer preferences, and potential barriers to entry.
3.	**Technical Assessment**	• Evaluate the technical feasibility of the project by assessing factors such as technology requirements, infrastructure needs, and resource availability. Determine if the necessary technology or expertise is readily available or if additional development or customization is required
4.	**Financial Analysis**	• **Cost Estimation** Estimate the initial investment required to develop and implement the project, including expenses such as equipment, labor, materials, and overhead costs. • Revenue Forecasting Project potential revenue streams based on market demand, pricing strategies, and sales projections. Consider factors such as market size, growth potential, and competitive dynamics. • **Profitability Analysis** Calculate the project's potential return on investment (ROI) by comparing projected revenues to estimated costs. Assess profitability metrics such as net present value (NPV), internal rate of return (IRR), and payback period.
5.	**Risk Assessment.**	• Identify and assess potential risks and uncertainties that

		could impact the project's success. This includes technical risks, market risks, financial risks, regulatory risks, and operational risks. Develop risk mitigation strategies to address identified risks and minimize their impact
6.	**Regulatory Compliance**	• Evaluate the project's compliance with relevant laws, regulations, and industry standards. Identify any regulatory requirements or legal constraints that need to be addressed during project implementation.
7.	**Resource Planning**	• Determine the human, financial, and technological resources needed to execute the project successfully. Develop a resource plan that outlines staffing requirements, budget allocations, and procurement strategies.
8.	**Alternative Scenarios**	• Consider alternative project scenarios or approaches to mitigate risks or enhance project outcomes. Evaluate the feasibility of different options and compare their potential benefits and drawbacks.
9.	**Conclusion and Recommendations**	• Consider alternative project scenarios or approaches to mitigate risks or enhance project outcomes. Evaluate the feasibility of different options and compare their potential benefits and drawbacks.
10.	**Feasibility Report**	Compile all the following assessments. • Findings, • analysis • recommendations into a comprehensive feasibility report. Present the report in a clear and organized manner, using tables, charts, and graphs to illustrate key findings and support conclusions.

*"**Note: All the feasibilities or tasks or files required by Sindh Enterprise Development Fund (SEDF) should be submitted in Word, PDF, Excel & PPT format or as required by SEDF"***

Preparation of Presentations can also be included according to SEDF requirements. (if required)

- The bidder/ Consultant(s) will be liable to conduct Filed Visits of the Project sites of SME's assigned to them together with a representative of SEDF and submit comprehensive field visit report to SEDF."
- The bidder/ Consultant(s) will be liable to provide technical assistance to SMEs across all districts of Sindh.

Contents of Feasibility Studies

Executive Summary:

- Overview of the business idea.
- Summary of the key findings and recommendations.

Business Description:

- Nature of the business.
- Business model and structure.
- Vision, mission, and goals.

Market Analysis:

- Industry overview and trends.
- Target market identification.
- Market size and growth potential.
- Competitive analysis / Porter's 5 Forces Model
- Market segmentation and customer profiling.

Product or Service Description:

- Detailed description of the product or service.
- Unique selling proposition (USP).
- Product lifecycle.
- Research and development plans.

Marketing and Sales Strategy:

- Marketing plan and strategy.
- Sales strategy and channels.
- Pricing strategy.
- Advertising and promotion plans.
- Sales forecasts and targets.

Operational Plan:

- Location and facilities.
- Technology and equipment requirements.
- Production process and timeline.
- Supply chain management.
- Inventory management.
- Quality control measures.

Management and Organization:

- Organizational structure.
- Roles and responsibilities.
- Recruitment and training plans.

Financial Plan:

- Initial capital requirements and funding sources.

- Detailed financial projections (income statement, balance sheet, cash flow statement).
- Key ratio analysis.
- Break-even analysis.
- Sensitivity analysis.

Legal and Regulatory Requirements:

- Business registration and licenses.
- Compliance with local, state, and federal regulations.
- Intellectual property considerations.

Risk Analysis and Mitigation:

- Identification of potential risks (market, operational, financial, etc.).
- Risk assessment and impact analysis.
- Mitigation strategies and contingency plans.

Social and Environmental Impact:

- Analysis of the social impact of the business.
- Environmental considerations and sustainability practices.
- Corporate social responsibility (CSR) initiatives, if any through the project.

Implementation Plan:

- Detailed action plan with timelines.
- Key milestones and deliverables.
- Resource allocation and budget.
- Monitoring and evaluation mechanisms.

Appendices:

- Supporting documents (market research data, resumes of key personnel, detailed financial calculations, etc.).
- Glossary of terms.
- Any additional relevant information.

Deliverables

S. No	Deliverables
01	**Comprehensive Feasibility Reports:** - Prepare in-depth reports for each cluster, detailing findings, and recommendations - Reports should encompass: - Market analysis - Technical assessments - Financial models - Business plans • Environment • Income Statement • Balance Sheet • Cash flow
02	**Presentations:**

	- Share findings and recommendations with SEDF stakeholders and potential investors - Deliver concise and clear presentations, summarizing key points from the feasibility studies."

01. "Before starting the project, the Consultant(s) must submit a work plan that includes:

- An overall strategy for delivering technical assistance to selected SMEs efficiently and on time.
- A description of the tools and methods to be used for market assessment, technology assessment, feasibility studies, financial analysis, and business plan development.
- A detailed list of resources required, including personnel and sector-specific expertise needed for each proposal.
- A monitoring and reporting plan to track progress, activities, and SME satisfaction with the support provided.

02. "SEDF will provide the Consultant(s) with a list of shortlisted SMEs, and the Consultant(s) will collaborate with these SMEs to develop:

a. Comprehensive feasibility studies and business plans, assessing technical, operational, and financial viability.
b. Social and environmental safeguard assessments to ensure ethical and environmental standards are met.
c. Detailed business implementation plans, outlining activities, resources, milestones, timelines, key performance indicators, and responsibilities.

"Note: Through this deliverable, the Consultant(s) ensures that the SME proposals have a solid foundation through feasibility studies and business plans and adhere to ethical and environmental standards"

03. The Consultant(s) will keep the SEDF team informed with weekly progress updates throughout the project. Upon completion, a comprehensive Final Report will be submitted, summarizing the Consultant(s)'s actions, context, key achievements, conclusions, and recommendations. However, to maintain confidentiality and fairness in the competitive selection process, individual SME proposals will remain confidential. All project deliverables and supporting documents must be completed and submitted to SEDF within the given time contract signing."

a) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	**Firm**	**Area of Expertise**	**Position Assigned**	**Task Assigned**

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**:_____**Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** ____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. **Employment Record** [*Starting with present position, list in reverse order every*

employment held by staffmember since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [*Year*]:_____To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned [*List of all tasks to be performedunder this assignment*]	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the assignments in which the staff has been involved, indicatethe following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: _____ Year: _____ Location: _____ PA: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatementdescribed herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE[1]

N°	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**n**	**Home**	**Field[3]**	**Total**
Foreign																	
1		[*Home*]															
		[*Field*]															
2																	
3																	
n																	
											Subtotal						
Local																	
1		[*Home*]															
		[*Field*]															
2																	

n																	
											Subtotal						
											Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
3 Field work means work carried out at a place other than the Consultant's home office.

Full time input Part time input

FORM TECH-8. WORK SCHEDULE

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PAapprovals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 The duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[*Comments in brackets* [] *provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.*]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under*

1.FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM 48
FORM FIN-2. SUMMARY OF COSTS.....49
General Conditions of Contract.....51
2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT 55
OBLIGATIONS OF THE CONSULTANT 57
CONSULTANT'S PERSONNEL.....59
OBLIGATIONS OF THE PA 60
PAYMENTS TO THE CONSULTANT.....60
Special Conditions of Contract.....62
FINANCIAL NEGOTIATIONS -BREAKDOWN OF REMUNERATION RATES.....67
Sample Form 70
Section 4. Financial Proposal - Standard Forms.....71
Consultant's Representations Regarding Costs and Charges 71
(INTEGRITY PACT).....72
CONTRACT 73

1.FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

1 The amounts must coincide with the ones indicated under the Total Cost of Financial Proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us toagents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Feasibility/ Business Plans	
1.	Agri based projects
2.	Livestock & Fisheries
3.	Poultry
4.	Horticulture & floriculture
5.	Storage and Cold Chain
6.	Green energy/alternate energy
7.	Mining and Mineral Processing
8.	Women Entrepreneurship
9.	Information Technology
10.	Services/other Miscellaneous Sectors: Textile, Manufacturing

1 Indicate the total cost of **85 feasibility studies/ business plans** for the above-mentioned Sectors/clusters inclusive of all applicable taxes.

Note: "The Procuring Agency (P.A) requires the preparation of 85 feasibility studies/business plans. The lowest quoted lump sum price of the above given table will be considered, and SEDF (P.A) will pay for the outlined price in the submitted summary of cost.

Form Fin-3. (Omitted)

Name	Position	Staff-Month Rate	Total remuneration & other allied expenditure (PKR)
		Office	
		Field	

General Conditions of Contract

1. 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 Sindh Public Procurement act, thereunder rules 2010. (amended).

(b) "Procuring agency pa" means the implementing department which signs the contract

(c) "consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(d) "contract" means the contract signed by the parties and all the attached documents listed in its clause 1, that is generalconditions (GC), the special conditions (SC), and the appendices.

(e) "Contract price" means the price to be paid for the performance of the services, in accordance with clause 6.

(f) "Effective date" means the date on which this contract comes into force and effect pursuant to clause GC 2.1.

(g) "Foreign currency" means any currency other than the currency of the pa's country.

(h) "GC" means these general conditions of contract.

(i) "government" means the government of sindh.

(j) "Local currency" means Pak Rupees (PKR).

(k) "member" means any of the entities that make up the joint venture/consortium/association, and "members" means all these entities.

(l) "party" means the pa or the consultant, as the case may be, and "parties" means both of them.

(m) "personnel" means persons hired by the consultant or by any sub-consultants and assigned to the performance of the services or any part thereof.

(n) "SC" means the special conditions of contract by which the GC may be amended or supplemented.

(o) "services" means the consulting services to be performed by the consultant pursuant to this contract, as described in the terms of references.

(p) "sub-consultants" means any person or entity to whom/which the consultant subcontracts any part of the services.

(q) "In writing" means communicated in written form with proof of receipt.

(r) "SEDF" sindh enterprise development fund

1.2 Law Governing 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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

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

1.4.2 A Party may change its address for notice hereunder by givingthe other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at all Districts of sindh such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-Consultant(s)s, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G 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 Sub-consultant, agents or servants.

(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 Sub-consultant, 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 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts dueto the Client under 19 B Sub-Para (a) and (c).

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signedby both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration ofContract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contractshall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications orVariations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 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,

(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 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.

2.5.4 Payments

Payments will be made through cheque according to the following conditions:

- **a.** 25% payment shall be made on the Award of SMEs/ Enterprise to the Consultancy Firm.
- **b.** 25% payment shall be of receiving of 1st draft of feasibility study of SME.
- **c.** 50% payment shall be receiving & acceptance of final draft of feasibility / Business plan of SMEs/ Enterprise from the Consultants/firms to SEDF.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC

2.6.1.

In such an occurrence the PA shall give not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days in the case of the event referred to (e).

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) ofthis Clause GC 2.6.2:

(a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultant's fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination.

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

OBLIGATIONS OF THE CONSULTANT

3.1General

3.1.1Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

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

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence tothe PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in **USB/ Email** in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawnto Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

CONSULTANT PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry outthe Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacementa person of equivalent or better qualifications.

If the PA finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committeda criminal action, or

(ii) Have reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultantshall, at the pa's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the pa.

(b) The Consultant shall have no claim for additional costs arisingout of or incidental to any removal and/or replacement of Personnel.

OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

PAYMENTS TO THE CONSULTANT

6.1 Security The consultant has to submit bid security 2.0% (two percent)

6.2 Lump-Sum Payment The total payment due to the Consultant shall not exceed the Contract Price, which is an all-inclusive fixed lump sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price The price will be payable in Pak Rupees currency (PKR) is set forth in the SC.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in theSC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such a guarantee shall be inthe form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

2. GOOD FAITH

7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that 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 specified in the SC.

Special Conditions of Contract

(Clauses in brackets {} are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The addresses are: Procuring Agency: Sindh Enterprise Development Fund (SEDF) Attention: _____ Facsimile: _____ E-mail: info@sedf.gos.pk **Consultant:** _____ Attention: _____ Facsimile: _____ E-mail: _____

{1.6} {The Member in Charge is *[insert name of member]*}

***Note**: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.*

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is an exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shallbe exempt from (or that the PA shall pay on behalf of the Consultant, the Sub- Consultants and the Personnel, or shall reimburse the Consultant, the Sub- Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub- Consultants and the Personnel in respect of:

(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services.

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them.

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA.

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's
country, provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be,

(i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or
(ii) shall reimburse them to the PA if they were paid by the PA atthe time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time/ duration of the agreement shall be ***(12) Twelve Months.***

3.0 The accounts are:

3.1 Payments shall be made according to the following schedule:

a. 25% payment shall be made on the Award of SMEs/ Enterprise to the Consultancy Firm.
b. 25% payment shall be of receiving of 1st draft of feasibility study of SME.
c. 50% payment shall be receiving & acceptance of final draft of feasibility / Business plan of SMEs/ Enterprise from the Consultants/firms to SEDF.

***Note**: This sample clause should be specifically drafted for each contract.*

3.2 Disputes shall be settled by the complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

{3.7 (b)} ***Note****: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelatedto this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} ***Note****: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*

6.1 Procuring Agency shall indicate bid security not less than 1% and above 5%
Performance security shall not exceed 10% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.5 The accounts are:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

a. 25% payment shall be made on the Award of SMEs/ Enterprise to the Consultancy Firm.
b. 25% payment shall be of receiving of 1st draft of feasibility study of SME.
c. 50% payment shall be receiving & acceptance of final draft of feasibility / Business plan of SMEs/ Enterprise from the Consultants/firms to SEDF.

***Note**: This sample clause should be specifically drafted for each contract.*

8.2 Disputes shall be settled by the complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

APPENDIX.

FINANCIAL NEGOTIATIONS -BREAKDOWN OF REMUNERATION RATES

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from the Government of Sindh and is expected toexercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details arediscussed below.

(i) Salary

The payment is to be paid in following schedule/condition through cheque, which are mentioned in SC para 6.5 as follows.

d. 25% payment shall be made on the Award of SMEs/ Enterprise to the Consultancy Firm.

e. 25% payment shall be of receiving of 1st draft of feasibility study of SME.

f. 50% payment shall be receiving & acceptance of final draft of feasibility / Business plan of SMEs/ Enterprise from the Consultants/firms to SEDF.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The Cost of leave will be deducted from the Contract Price according to the duration of the contract.

It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, financial statements audited, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such a case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

There is not any kind of profit or fee, the agreement between the bidder and the PA (SEDF) will decide a lump sum amount and will be paid in mentioned conditions The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft formof the contract.

(vi) Away from Headquarters Allowance or Premium

Consultants will decide about their staff/ team to pay them allowance or not. There is not any inference of PA or PA(SEDF) is not liable to pay any allowance or premium to the Consultancy firm for feasibility studies/ Business plan(s) or their staff.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates but are paid separately and in local currency. No additional subsistence is payable for dependents□□the subsistence rate shall be the same for married and single team members.

Standard rates for a particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, the cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable for the presentation of invoices, in foreign or local currency.

3. PA Guarantee

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) The basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed, which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff.

(b) The attached are true copies of the latest salary slips of the staff members listed.

(c) The away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed.

(d) The factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years, as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consulting Firm]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee 2	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Appendix A

(INTEGRITY PACT)

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

Contract No._____Dated_____

Contract Value: _____ Contract Title: **HIRING OF CONSULTANCY FIRM FOR PREPARATION OF FEASIBILITY STUDIES / BUSINESS PLANS.**

…… [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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS 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 notgiven 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 GoS, except that whichhas 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation orwarranty.

[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 obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum ofany 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 GoS.

Name of Buyer: ……
Signature: ……(Seal)

Name of Seller/Supplier: ……
Signature: ……(Seal)

DRAFT CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between ***Sindh Enterprise Development Fund (SEDF)*** the PA having its principal place of business at *[insert PA"s address]*,and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultancy firm performing the services hereinafter referredto, and

WHEREAS the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in **Annex A, "Terms of Reference and Scope of Services,"** which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in **Annex B, "Consultant's Reporting Obligations,"** within the time periods listed, and the personnel listed in, "**Cost Estimate of Services**, **List of Personnel and Schedule of Rates" to perform the Services.**

2. Term

The Consultancy firm shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuit to **Annex C, the PA shall pay the Consultant an amount not to exceed** the quoted amount. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as all the taxes (applicable) obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made through **cheque in Pakistani Rupees**, no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 5.

The PA reserves the right to increase the number of feasibility studies as required by the PA. In such a case, the PA agrees to compensate/ pay the Consultant for any additional feasibility studies. All additional payments will adhere to the rate agreed upon mutual understanding

The following condition will be applied for payment.
Payments will be made through cheque according to the following conditions:

a. 25% payment shall be made on the Award of SME to the Consultancy Firm.
b. 25% payment shall be of receiving of 1st draft of feasibility study of SME.
c. 50% payment shall be receiving & acceptance of final draft of feasibility / Business plan of SME to SEDF.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has a duration of more than 18 months or if the inflation is expected to exceed 60 to70 % per annum. The adjustment will be made
every 12 months after the date of the contract for remuneration. Remunerationwill be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be
adjusted as follows:
Remuneration pursuant to the rates set forth shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the *[13] th* calendar month after the date of the Contract) by applying the following formula: ***(Omitted)***

$$Rl \square Rlo \square \frac{Il}{Ilo}$$

where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_l is the official rate of inflation for the first month for which the adjustment isto have effect and, I_{lo} is the official rate of inflation for the month of the date of the Contract."] (**omitted)**

5. Project Administration

a. Coordinator

The PA designates Mr./Ms. [insert name] as PA's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

b. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator.

c. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to the amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
7. Confidentiality	The Consultants shall not, during the term of this Contract and within One year after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
8. Ownership of Material	Any studies, reports or other material, graphic, feasibilities/ Business plans or otherwise, visit reports prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents in soft and hard copies.
9. Consultant Not to be Engaged inCertain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shallbe disqualified from providing goods, work or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
10. Insurance	The Consultant will be responsible for taking out any appropriate insurancecoverage for their personnel and equipments.
11. Assignment	The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
12. Law Governing Contract and Language	The Contract shall be governed by the laws of Islamic Republic of Pakistan, orthe Provincial Government and the language of the Contract shall be English.
13. Dispute Resolution	Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordancewith the Arbitration Act of 1940

FOR THE "**Sindh Enterprise Development Fund**" **FOR THE CONSULTANT**

Signed by_____ Signed by _____

Title:_____ Title: _____