

**REQUEST FOR PROPOSALS**  
**For**  
**PROCUREMENT OF GLOBAL BUSINESSES DATABASE**

National Business Development Program for SMEs (hereinafter called “NBDP”), a PSDP funded project of Ministry of Industries and Production, Government of Pakistan invites sealed proposals (Technical and Financial in separate envelopes) from eligible Firms having registration with the Sales Tax and Income Tax departments and who are on the active tax payers list, for provision of “Global Businesses Database”.

A complete set of RFP Documents may be purchased by an interested bidder on submission of a written application to the below mentioned office and upon payment of a non-refundable fee of Rs.500/-. No RFP shall be issued on the date fixed for opening of the tender. RFP documents can also be downloaded from [www.nbdp.org.pk](http://www.nbdp.org.pk) free of cost.

All Proposals must be submitted to the office of undersigned at or before 2:00 PM, on December 11, 2020. Technical proposals will be opened at 3:00 PM on the same day, in the presence of bidder’s representatives who opt to attend at the same address. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Project Director**

National Business Development Program for SMEs (NBDP)  
3<sup>rd</sup> Floor, Building # 03, Aiwan-e-Iqbal Complex, Egerton Road, Lahore  
Ph: 042-111-111-456, Fax: 042-6304926-27  
Email: [pd@nbdp.org.pk](mailto:pd@nbdp.org.pk)

**Request for Proposals  
for**

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**Procurement of Global Businesses Database**

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**National Business Development Program for SMEs (NBDP)**

## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

National Business Development Program for SMEs (NBDP) as defined in the Bidding Data (hereinafter called the “Client”) wishes to receive bids for the Procurement of Global Businesses Database, from the eligible firms.

Bidders are required to quote for the entire Scope of Work as detailed in the Appendix A hereto.

##### **1.2 Source of Funds**

The Project is funded under Public Sector Development Program (PSDP) with a mandate to provide handholding, advice and business development support to new and existing SMEs of the country.

#### **IB.2 Eligible Bidders**

Bidding is open to all the firms meeting the requirements as mentioned in invitation to bid.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all the costs associated with the preparation and submission of its bid and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

4.2 Instructions to Bidders & Bidding Data

4.3 Contract for Procurement of “Global Businesses Database” (hereinafter the “Contract”) including:

- (i) Appendix A: Terms of Reference
- (ii) Appendix B: Reporting Requirements

(iii) General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)

4.4 Standard Forms:

- (i) Form of Bid Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement

#### **IB.5 Clarification of Bidding Documents**

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Project Director / Client at the Project Director’s / Client’s address indicated in the Bidding Data.

5.2 The Project Director / Client will respond to any request for clarification which it receives earlier than ten (07) days prior to the deadline for the submission of Bids. Copies of the Client's response will be forwarded to all prospective bidders, at least five (05) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

#### **IB.6 Amendment of Bidding Documents**

6.1 At any time prior to the deadline for submission of Bids, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all Firms of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Client.

6.3 To accord prospective bidders reasonable time to take an addendum into account in preparing their Bids, the Client may, at its discretion, extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Client shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### **IB.8 Documents Comprising the Bid**

8.1 The bid prepared by the bidder shall comprise the following components:

- a) Covering Letter
- b) Appendix (A) and Contract duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- c) Bid Security furnished in accordance with Clause IB.13.
- d) Power of Attorney in accordance with Sub-Clause IB 14.5.
- e) Documentary evidence in accordance with Clause IB.11
- f) Documentary evidence in accordance with Clause IB.12.

#### **IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the services rates / prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract,

cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the Procurement of Global Businesses Database for Pakistan based Small and Medium Enterprises (SMEs).

**IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Costs (Schedules to Bid) indicating the activity rates of the services to be performed under the Contract. Cost of services in the Schedule of Services Costs shall be entered keeping in view the instructions contained hereunder.
- 10.2 Unless otherwise stipulated in the General Conditions of Contract and Special Conditions of Contract, cost of services quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The Services rates and costs in the Schedule of Costs shall be quoted by the bidder in the currency as stipulated in Bidding Data.

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience to award and complete the technical consultancy in all respects.

**IB.12 Documents Establishing Consultant's Conformity to Bidding Documents**

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

**IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Client valid for a period up to twenty-eight (28) days beyond the bid validity date.

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Client as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of Contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.22 and signed the Contract, pursuant to Sub-Clauses IB.21.2 & 21.3.
- 13.5 The Bid Security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity; or
  - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 17.4 (b) hereof; or
  - (c) In the case of a successful bidder, if it fails to:
    - (i) Furnish the required Performance Security in accordance with Clause IB.22, or
    - (ii) Sign the Contract, in accordance with Sub-Clauses IB.21.2 & 21.3.

**IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall submit Technical Proposal (TP) and Financial Proposal (FP) separately in clearly marked separate envelopes and prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

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

#### **D. SUBMISSION OF BID**

##### **IB.15 Bids submission Requirements**

15.1 For this tender PPRA's Single stage two envelop procedure as per clause 36(b) for open competitive bidding is adopted, detailed as under:

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Client without being opened;
- v) The Client shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii) After the evaluation and approval of the technical proposal the Client, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- ix) The bid found to be most advantageous bid shall be accepted.

##### **IB. 16 Deadline for Submission, Modification & Withdrawal of Bids**

16.1 Bids must be received by the Client at the address provided in Bidding Data not later than the time and date stipulated therein.

16.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

16.3 Any bid received by the Client after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

16.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Client prior to the deadline for submission of bids.

- 16.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5.

## **E. BID OPENING AND EVALUATION**

### **IB.17 Bid Opening, Clarification and Evaluation**

- 17.1 The Client will open the Technical Bids upon deadline of bid submission date in accordance with PPRA rules & Regulations and then Financial Bids will be opened in the presence of bidder's representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

- 17.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Client at its discretion may consider appropriate, will be announced by the Client at the bid opening. The Client will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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

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

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

- (b) Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the cost of individual services or total cost of services that is obtained by accumulation of all services cost, the services cost shall prevail and the total cost of services shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid cost entered in Form of Bid and the total shown in Schedule of Services cost-amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of costs. If



the bidder does not accept the corrected amount of Bid, his Bid will be rejected and Bid Security will be forfeited.

- 17.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 17.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a services deviation may be waived by Client, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 17.7 The Client will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.17.4 to 17.6 as per requirements given hereunder.

<b>a. Technical Bid</b>	<b>70 Marks</b>
<b>b. Financial Bid</b>	<b>30 Marks</b>
<b>Total Score</b>	<b>100 Marks</b>

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

**(a) Technical Evaluation**

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

**(b) Commercial Evaluation**

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

**17.8 Technical Evaluation Criteria: (Total Marks 100)**

Technical proposals will be evaluated as per the criteria given below.

#	<u>Evaluation Components</u>	<u>Total</u>		
A	<b>Geographical Presence:</b> <b>i. Presence in Global Regions (Annexure- B &amp; B-1)</b>	<b>10</b>		
	Presence in 05 Global Regions, relative marking for others		10	
B	<b><u>Database Features (Annexure-C)</u></b> <b>i. <u>Database Covering Number of Businesses</u></b>	<b>60</b>		
	Database of 50 million or more businesses, relative marking for others		25	
	<b>ii. <u>Database Covering Businesses Info. Against # of Global Regions</u></b>			
	Database covering Businesses Information in 05 global regions, relative marking for others having information in at least 03 global regions			15
	<b>iii. <u>Database Covering Number of Business Sectors</u></b>			
Database covering minimum 20 Business Sectors, relative marking for others	10			
<b>iv. <u>Citation and Data use</u></b>				
Maximum marks for data citation / data use by 03 or more international agencies / government organizations, relative marking for others		10		
C	<b><u>Primary Consideration including Additional Features of Database (Annexure – D)</u></b> <b>i. <u>Primary Considerations</u></b>	<b>20</b>		
	<b>Primary Consideration Name / Description</b>			
	Name of Business		Email	
	Business Sector Type		Webpage	
	Business Address		Social Media Page	
	Telephone		<u>Business Hierarchy</u>	
	Data Download Option		Data Filtration Tools	
	Maximum marks for 10 or more Primary Considerations, relative marking for others		15	
<b>ii. <u>Additional Features of Database</u></b>				
<b>Additional Feature Name / Description</b>				
Company Summary / Description	Products & Operations		05	

#	<u>Evaluation Components</u>			<u>Total</u>
	Closest Industry	Closest Companies		
	Peers Company Description	Annual Reports		
	Significant Developments	Stock Report		
	Organization Hierarchy	Contacts		
	Maximum marks for 10 or more additional features, relative marking for others			
<b>D</b>	<b>i. <u>Data Extraction (Download) Feature (Annexure - E)</u></b>			<b><u>10</u></b>
	<b>Annual Data Download Quantity</b>		<b>Marks</b>	
	150,000 or Above		10	
	125,000 to 149,999		07	
	100,000 to 124,999		05	
	Less than 100,000		02	

## 17.8 Evaluation Method

The bids will be evaluated as per the following method:

### 17.8.1 Technical Evaluation

The firms achieving Minimum 70% score in technical evaluation will be eligible for financial evaluation.

### 17.8.2 Criteria for combined evaluation of the proposal

- A. Technical Evaluation: 70%
- B. Financial Evaluation: 30%

## 17.9 Evaluated Bid Price

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

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

- (i) Making appropriate costs adjustment for any other acceptable variation or deviation.
- (ii) Making an appropriate costs adjustment for Deviations in terms of Payments (if any and acceptable to the Client).

- (iii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

#### **17.10 Evaluation Methods**

Pursuant to Sub-Clause 17.9, Para (i), and (ii) following evaluation methods for price adjustments will be followed:

- (i) **Price Adjustment for Technical Compliance**

The cost of Services, any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest costs quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of costs from other bidders, the costs will be estimated by the Project Director / Client.

- (ii) **Cost Adjustment for Deviation in Terms of Payments**

Refer to Bidding Data

#### **IB.18 Process to be Confidential**

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

18.2 Any effort by a bidder to influence Project Director / Client in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of engagement process.

### **F. AWARD OF CONTRACT**

#### **IB.19. Post Qualification**

19.1 The Client, having credible reasons for or a prima facie evidence of any defect in bidders' capabilities, will determine to its satisfaction that the substantially responsive, successful bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with Qualification Criteria stipulated in the Bidding Documents.

19.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders'

qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

#### **IB.20 Award Criteria & Purchaser's Right**

- 20.1 Subject to Sub-Clause IB.20.2, the Client will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the most advantageous bid, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 20.2 Notwithstanding Sub-Clause IB.19.1, the Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Client's action except that the grounds for its rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

#### **IB.21 Notification of Award & Signing of Contract**

- 21.1 Prior to expiration of the period of bid validity prescribed by the Client, the Client will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 21.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Client will send the successful bidder the Form of Contract provided in the Bidding Documents, incorporating all Contracts between the parties.
- 21.3 The formal Agreement between the Client and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract by the successful bidder from the Client.

#### **IB.22 Performance Security**

- 22.1 The successful bidder shall furnish to the Client a Performance Security in the form and the amount stipulated in the bidding data within a period of fourteen (14) days after the receipt of Letter of Acceptance. The performance security shall remain valid till the completion of the services.
- 22.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.21.2 & 21.3 or 22.1 or Clause IB.23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.23 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government Consultancy Services contracts exceeding PKR ten (10) Million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## BIDDING DATA

No. of IB Ref.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
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### 1.1 Name of Client

National Business Development Program for SMEs (NBDP)

### Brief Description of Services

Procurement of Global Businesses Database

### 5.1 (a) Client's address:

Project Director

National Business Development Program for SMEs (NBDP)

3<sup>rd</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore

Tel: (042) 111-456-456, Fax: (042)- 6304926-27

### (b) Project Director's address:

National Business Development Program for SMEs

3<sup>rd</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore

Tel: (042) 99204719, Fax: (042)- 6304926-27

Email: pd@nbdp.org.pk

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and supervision capabilities necessary to perform the contract.

Bidder should:

- Be registered for having legal status.
- Have NTN / FTN and Sales Tax registration and be on the active tax payers list.
- Have at least 01 years' post registration experience in Pakistan.
- Not blacklisted by any government or semi government institution. (Annexure – G)
- Proposed database must have
  - a) Address and contact information of all the companies / businesses registered in the database.
  - b) The database must have at-least ten (10) million records related to potential importing and exporting firms / companies up-till 2019.
- Undertaking to this effect (a & b) shall be provided by the bidder on standard format (Annexure-H).

### 13.1 Amount of Bid Security

2% of the total bid Price

### 14.1 Period of Bid Validity

90 days

### 14.4 Number of Copies of the Bid to be submitted

One original and one copy

**14.6 (a) Client's Address for the Purpose of Bid Submission**  
National Business Development Program for SMEs (NBDP)  
3<sup>rd</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore  
Tel: (042) - 111-456-456  
Fax: (042)- 6304926-27

**15.1 Deadline for Submission of Bids**  
December 11, 2020

**17.1 Venue, Time, and Date of Bid Opening**  
Venue: National Business Development Program for SMEs (NBDP)  
3<sup>rd</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore  
Tel: (042) 111-456-456, Fax: (042)- 6304926-27  
Date: December 11, 2020  
Time: 03:00 PM

**17.4 Responsiveness of Bids**

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract
- (iii) Completion period offered is within specified limits,
- (iv) The Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) The Bid does not deviate from basic technical requirements and
- (vi) The Bids are generally in order, etc.

**17.9 Price Adjustment:**

- (iii) Price Adjustment for Deviations in Terms of Payment:  
If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Client, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 8% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.

**22.1 Performance Security**  
The performance security shall be of an amount equal to 10% of the Contract Price in the currency of the contract, in the Form of Pay Order / Bank Guaranty from any scheduled bank in Pakistan. The performance security shall remain valid till the completion of the services. The cost of complying with this requirement shall be borne by the successful bidder / Consultants.



# **APPENDICES**

Appendix A: Terms of Reference (TOR)

Appendix B: Reporting Requirements

## Appendix A

### TERMS OF REFERENCE (TOR)

#### 1. NBDP Introduction

“National Business Development Program for SMEs (NBDP)”, hereinafter referred to as “Client” is a project of Small and Medium Enterprises Development Authority, Ministry of Industries and Production (SMEDA - MoIP) funded through the Public Sector Development Program of the Government of Pakistan.

The NBDP envisages provision of handholding support and business development services to SMEs to promote business startup, improve efficiencies in existing SME value chains to make them globally competitive and provide a conducive business environment through evidence-based policy assistance to the Government of Pakistan.

The Project is designed to support SMEDA’s capacity of providing effective handholding to SMEs.

#### 2. Scope of work

National Business Development Program for SMEs intends to procure and launch “The Global Businesses Database” service with the objective to facilitate Pakistan-based existing and potential export-oriented SMEs. Since, there is merely no structured platform available in Pakistan through which SMEs can obtain such information i.e. contacts about global importers/companies/business w.r.t multiple sectors or create international market linkages to export their products and/or services across global regions.

NBDP envisages that if the SMEs sector is capacitated with the said service which will be available to SMEs through NBDP-SMEDA’s available touchpoints, they will be able to directly contact, develop leads and create international linkages contributing towards Pakistan’s export performance.

The detailed scope of the desired services i.e. Provisioning of Global Businesses Database to facilitate SMEs in terms of locating potential buyer and suppliers are as under;

##### a) **Primary Considerations:**

- i) The database should cover all the basic information pertaining to major international importing and exporting companies / firms, including but not limited to Individual Business Name, Sector, Address, Telephone, Fax, Email, Webpage (if any) and Social Media pages (If any) etc.
- ii) The database should provide the information of the businesses having global activities related to multiple sectors i.e. including but not limited to manufacturing, energy, agriculture, construction, trade, transportation, tourism, innovation and communication, technical and managerial activities etc.

- iii) The system / database should have ability to filter the information on basis of type of products / services, material type, semi-finished and finished goods.
- iv) The database should cover enterprises / businesses from all global regions & countries i.e.
  - East Asia.
  - Latin America and the Caribbean.
  - Middle East, North Africa, Europe, and Eurasia.
  - South and Southeast Asia.
  - Sub-Saharan Africa.
- v) Provision to download / business records on a standardized format i.e. in excel / pdf.

**3. Project Milestones and Deliverables:**

Sr. #	Deliverable Name	Timeline
1.	Global Businesses Database / Online Access to Database	Within one month after signing of contract
2.	Support Services for issues related to login / online data access	01 Year after successful completion of Deliverable 01. (Provision of online Access to Database)

Note: The timeline starts from the date of signing of project agreement / contract.

**4. COMMENCEMENT AND DURATION OF ASSIGNMENT**

- (1) Commencement: From the date of signing of contract
- (2) Duration: Estimated duration of the assignment is one month excluding support services period.

**5. Duration of Project**

- (1) One year from the date of provision of online access to database (Completion of Deliverable 01) and extendable on the basis of mutual consent of the parties.

**6. TERMS AND CONDITIONS OF PAYMENT**

Payment shall be released by the Client to the Consultant at the client’s choice either in the form of cheque(s) drawn in the favor of the Consultant or in the form of irrevocable inland Letter of Credit (LC) at sight opened in the favor of the Consultant. If Letter of credit is opened in favor of Consultant the cost (commission and bank charges) of LC shall be the responsibility of the selected Consultant.

The payment shall be made in two parts to the consultant against submission of Invoices as indicated below:

<b>Sr. #</b>	<b>Deliverable Name</b>	<b>Payment (%age of Contract Value)</b>	<b>Condition for Release of Payment</b>
<b>1.</b>	Global Businesses Database / Online Access to Database	80%	i. Taxable Invoice issued by the Consultant ii. Written acceptance of the milestone delivery by the Project Director NBDP
<b>2.</b>	Training on database usage	20%	i. Training of nominated staff ii. Written acceptance of the milestone delivery by the Project Director NBDP

## **7. THE TECHNICAL PROPOSAL**

The technical proposal of eligible bidders will be evaluated using the scoring criteria given in clause 17.8. of instructions to bidders.

Technical proposal should contain following and any additional information and copies of all required documents should be attached in technical proposal for evaluation. For submission of the proposals use cover letter (Annexure-A).

### **7.1. Organization Profile**

Please provide detail information regarding organization / firm profile (Annexure–B) and its presence in global regions (Annexure B-1).

### **7.2. Database Features and Additional Features**

Please provide the detailed features of the available businesses database i.e. number and type of businesses covered, data covering number of regions, data covering number of industries and data citation use, primary considerations, additional features of database & data extraction (download). (Annexure-C, D and E)

## II. FINANCIAL PROPOSAL

### Schedule of Costs

The bidders are required to submit their financial proposal as per the following:

#	Description	Total Price All Inclusive (Rs.)
1	Global Businesses Database Cost (Including one-year support services)	
	<b>Total Price of the Assignment</b>	

**STANDARD ANNEXURES**  
**Annexure - A**

Date:

To:

Project Director  
NBDP for SMEs (NBDP)  
3<sup>rd</sup> Floor, Building No. 03,  
Aiwan-e-Iqbal, Egerton Road, Lahore  
Tel: 042-111-111-456, Fax: 042-6304926-27  
Email: [pd@nbdp.org.pk](mailto:pd@nbdp.org.pk)

**Subject: SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSAL FOR  
PROCUREMENT OF GLOBAL BUSINESSES DATABASE**

Dear Sir,

We, M/s \_\_\_\_\_ offer to provide the required information / documents for the above-mentioned subject in accordance with RFP documents.

We, hereby declare that all the information and statements made in this document are true and accept that any misleading information contained in it may lead to rejection of proposal. We, also hereby declare, that each and every document of the submitted RFP is signed and stamped by us.

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

Yours sincerely,

[Authorized Signature [In full and initials  
Name of the Organization, Address]

**Annexure–B**  
**Organization Profile**

<b>S #</b>	<b>Required Information</b>	<b>Response</b>
1.	Legal name of the Organization / Firm	
2.	Year of Registration / Incorporation	
3.	No of years since Incorporation/registration	
4.	National Tax Number	
5.	Sales Tax Number	
6.	Address of organization:	
7.	Website address:	
8.	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy / Copies of Registration Certificate(s))	<input type="checkbox"/> Single Member Company
		<input type="checkbox"/> Section 42 Company
		<input type="checkbox"/> Public Ltd. Company
		<input type="checkbox"/> Private Ltd. Company
		<input type="checkbox"/> Partnership Firm
		<input type="checkbox"/> Others (Please specify)
9.	<b>Name and designation of 'Head of Organization'</b>	
10.	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
11.	<b>Name and designation of 'Contact Person':</b>	
	Phone/s:	
	Mobile:	
	Email:	
	Fax:	

**Annexure - B-1**  
**“Presence in Global Regions”**

#	Name of Region	Yes / No	Office Address (if yes)	Telephone / Fax
1.	East Asia			
2.	Latin America and the Caribbean			
3.	Middle East, North Africa, Europe, and Eurasia			
4.	South and Southeast Asia			
5.	Sub-Saharan Africa			

**Annexure - C**  
**“Database Features”**

#	Name of Region	Response		
1.	Database Covering # of Businesses in Million			
2.	Database Covering Businesses Information against # of Global Regions	Mention Region Name 1. _____ 2. _____ 3. _____ 4. _____ 5. _____		
3.	Database Covering Number of Business Sectors	<i>Total Qty.</i>	<i>Business Sector Name</i>	<i>Business Sector Name</i>
			1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	11. _____ 12. _____ 13. _____ 14. _____ 15. _____ 16. _____



			7. _____ 8. _____ 9. _____ 10. _____	17. _____ 18. _____ 19. _____ 20. _____
4.	<b><u>Citation and Data Use</u></b>  (Add additional rows if necessary)	<i>Please provide data citation and database use details by the clients. Provide evidence for validation (contract copy, clients endorsement etc).</i>		
		Client Name	Details of Data Use	

## Annexure – D

### **“Primary Consideration including Additional Features of Database”**

Tick (✓ ) appropriate field for the relevant primary considerations and additional features.

#### 1. **Primary Consideration**

Sr. #	Primary Consideration Name	<b><u>Yes</u></b>	<b><u>No</u></b>
1.	Name of Business		
2.	Business Sector Type		
3.	Business Address		
4.	Telephone		
5.	Email		
6.	Webpage		
7.	Social Media Page		
8.	<b><u>Business Hierarchy</u></b>		
9.	Data Download Option		

10.	Data Filtration Tools		
11.	Others (Please specify)	1. 2. 3.	

## 2. Additional Features of Database

Sr. #	Database Feature Description / Name	<u>Yes</u>	<u>No</u>
1.	Company Summary & Description		
2.	Peers Company Description		
3.	Significant Developments		
4.	Organization Hierarchy		
5.	Products & Operations		
6.	Closest Companies		
7.	Closest Industry		
8.	Annual Reports		
9.	Stock Report		
10.	Contacts		
11.	Others (Please specify)	1. 2. 3.	

## Annexure – E

### “Data Extraction (Download) Feature”

Data Extraction (download) feature

Sr. #	Description	<u>Response</u>		
1.	Annual Data Extraction (Download) (Mention number of businesses against which information can be downloaded annually with offered budget / price)			
2.	Format(s) for data Extraction (Download)	Pdf Format	Excel Format	Both

## Annexure - F

### Litigation History

#	Party / Parties of the claim or dispute	Nature of claim or dispute	Amount of the claim or dispute	Date initiated	Status (Award for or against the Applicant)

## Annexure – G

### **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

*(Printed and signed on Rs 100 stamp paper)*

Date DD-MM-YYYY

**To,**

Project Director

National Business Development Program for SMEs (NBDP)

3<sup>rd</sup> Floor, Building # 03, Aiwan-e-Iqbal Complex, Egerton Road, Lahore

Tel / Fax: 042-111-111-456, 042-3634926-27

Email: [pd@nbdp.org.pk](mailto:pd@nbdp.org.pk)

**Dear Sir,**

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

It is hereby declared that, **[Organization / Firm Name]** is/are not blacklisted by any Government authority, department or other relevant body in Pakistan. The **[Organization Name]** will immediately inform to “**National Business Development Program for SMEs**” in case of any change in the situation / status any time here in after.

**Authorized Authority**

Name:

Designation:

Signature: \_\_\_\_\_

Organization / Company Seal:

## Annexure – H

### **UNDERTAKING FOR DATABASE VOLUME, COMPLETENESS AND ACCURACY**

*(Printed and signed on Rs 100 stamp paper)*

Date DD-MM-YYYY

**To,**

Project Director

National Business Development Program for SMEs (NBDP)

3<sup>rd</sup> Floor, Building # 03, Aiwan-e-Iqbal Complex, Egerton Road, Lahore

Tel / Fax: 042-111-111-456, 042-3634926-27

Email: [pd@nbdp.org.pk](mailto:pd@nbdp.org.pk)

**Dear Sir,**

Subject: **UNDERTAKING FOR DATABASE VOLUME, COMPLETENESS AND ACCURACY**

It is hereby declared that, **[Organization / Firm Name]** have updated database till 2019 of more than ten (10) million global businesses and ensure data completeness, in all respect. Furthermore, we do hereby strongly affirm and undertake that the proposed global database is complete, accurate and authentic.

#### **Authorized Authority**

Name:

Designation:

Signature: \_\_\_\_\_

Organization / Company Seal:

**Annexure – I**  
**“Eligibility Response Checklist”**

#	Necessary Eligibility Information	Response / Elaboration	Page No
1.	Provide a copy of proof of registration to prove legal identity of your firm.	Name of Authority:	
		<input type="checkbox"/> Copy Attached	
2.	Proof of registration NTN / FTN	<input type="checkbox"/> Copy of Certificate Attached	
3.	Proof of registration for Sales Tax	<input type="checkbox"/> Copy of Certificate Attached	
4.	Proof of being on active tax payer list	<input type="checkbox"/> Attached	
5.	Do you have at least 01 years of post-incorporation / registration experience in Pakistan?	<input type="checkbox"/> Yes	
		<input type="checkbox"/> No	
6.	Was your firm ever blacklisted by any government authority or department?	<input type="checkbox"/> Undertaking on stamp paper (Rs 100) attached	
7.	Undertaking for database volume, completeness and accuracy	<input type="checkbox"/> Undertaking on stamp paper (Rs 100) attached	
8.	Database covers at-least 10 million businesses with address and contact information till 2019	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## Appendix B:

### REPORTING REQUIREMENTS

<b>S.#</b>	<b>Description</b>	<b>Date of Submission</b>	<b>Number of Copies</b>
1.	Activity Completion Report	2 <sup>nd</sup> week after Delivery / Online Access to Database	01 Hard & 01 Soft copy
2.	03 Quarterly Progress Reports (Data Usage Status)	1 <sup>st</sup> week of each Quarter starting from 2 <sup>nd</sup> Quarter	01 Hard & 01 Soft Copy
3.	End of Project Report (Consolidated Report for 04 Quarters)	2 <sup>nd</sup> Week after the completion of the Project	01 Hard & 01 Soft Copy

## STANDARD FORMS

### A. FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Purchaser) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Bidder) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

\_\_\_\_\_ (Particulars of Bid) to the said Client; and

WHEREAS, the Client has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Client, conditioned as under:

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

(2) That in the event of;

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

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

(c) Failure of the successful bidder to

(i) Furnish the required Performance Security, in accordance with General and Special Conditions of Contract, or

(ii) Sign the proposed Contract, in accordance with the requirements of the Client.

(iii) The entire sum be paid immediately to the said Client for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said



Client in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Client for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness: 1. Signature \_\_\_\_\_

1. \_\_\_\_\_ 2. Name \_\_\_\_\_

\_\_\_\_\_ 3. Title \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name, Title & Address) Corporate Guarantor (Seal)

**B. FORM OF PERFORMANCE SECURITY**  
**(Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Client) Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Principal \_\_\_\_\_ (Contractor) \_\_\_\_\_ with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Client without delay upon the Client's first written demand without cavil or arguments

and without requiring the Client to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Client's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Client's designated Bank & Account Number. PROVIDED ALSO THAT the Client shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Client forthwith and without any reference to the Principal or any other person.

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

(Name, Title & Address)

\_\_\_\_\_

Corporate Guarantor (Seal)

**C. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_ day of \_\_\_ month) of \_\_\_\_\_ (year), between, on the one hand,

\_\_\_\_\_  
(Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

\_\_\_\_\_  
(hereinafter called the "Contractor" which expression shall include the successors, legal representatives and permitted assigns).

**WHEREAS**

(a) the Client has requested the Contractor to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:  
    Appendix A: Terms of Reference  
    Appendix B: Reporting Requirements

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:

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

(b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

Witness \_\_\_\_\_  
Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(CLIENT)  
Signatures: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Seal)

Witness  
Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

For and on behalf of  
\_\_\_\_\_  
(CONTRACTOR)  
Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

# **GENERAL CONDITIONS OF CONTRACT**

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

#### **1.2 Law Governing the Contract**

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

### **1.3 Language**

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

### **1.4 Notices**

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

### **1.5 Location**

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

### **1.6 Authorized Representatives**

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

### **1.7 Taxes and Duties**

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

### **1.8 Leader of Joint Venture**

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

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

### **2.1 Effectiveness of Contract**

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



## **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

## **2.3 Commencement of Services**

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

## **2.4 Expiration of Contract**

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

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

## **2.5 Modification**

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

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

#### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

#### **2.7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.4 Payments**

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

#### **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Twenty (20) days after receipt by the Consultants of such notice of suspension.

#### **2.9 Termination**

##### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within twenty (20) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client (if any), the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

#### **2.9.4 Payment upon Termination**

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

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

#### **2.9.5 Disputes about Events of Termination**

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

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

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

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

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

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultants**

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

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

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

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

### **3.5 Insurance to be Taken out by the Consultants**

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

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

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

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

### **3.7 Reporting Obligations**

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

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

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

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

### **3.9 Equipment and Materials Furnished by the Client**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

- (a) Provide at no cost to the Consultants and Personnel such documents prepared by the Client or other technical consultants appointed by the Client as shall be necessary to enable the Consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) Provide to the Consultants and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

#### **5.1.3 Approvals**

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

### **5.2 Access to Land**

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

### **5.3 Change in the Applicable Law**

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

#### **5.4 Services and Facilities**

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

#### **5.5 Payments**

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

### **6. PAYMENTS TO THE CONSULTANTS**

#### **6.1 Lump Sum Remuneration**

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

#### **6.2 Contract Price**

Contract price as mentioned in SC.

#### **6.3 Terms and Conditions of Payment**

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

#### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within thirty-five (35) days after the Consultants' invoice has been delivered to the Client.



## **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

## **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Client's instructions.

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

## **6.7 Consultants' Entitlement to Suspend Services**

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

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

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

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

## **7.2 Dispute Settlement**

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

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

## **8. INTEGRITY PACT**

**8.1** If the Consultant or any of his agents or personnel is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as 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 agents or personnel;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his agents or servants.

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

# **SPECIAL CONDITIONS OF CONTRACT**

## B. SPECIAL CONDITIONS OF CONTRACT

No. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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**1.1 Definitions**

(o) "Project" means "National Business Development Program for SMEs (NBDP)"

**1.6 Authorized Representatives**

The Authorized Representatives are the following:

**For the Client:**

Project Director  
National Business Development Program for SMEs  
3<sup>rd</sup> Floor, Building # 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore  
Tel: (042) – 111-456-456  
Fax: 042-3634926-27  
Email: pd@nbdp.org.pk

**For the Contractor:**

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**1.7 Taxes and Duties**

To be paid by consultants as may be levied under the applicable law.

**2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be twenty-eight (28) days, or such other period as the Parties may agree in writing.

**2.3 Commencement of Services**

The Consultants shall commence the Services within seven (07) days after the date of signing of Contract, or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be one month from the Commencement Date of the Services or such other period as the Parties may agree in writing for deliverable 01 as listed at Appendix-A and one year for deliverable 02 after successful completion of deliverable 01. In case of failure of the contractor to complete the service within the prescribed period the contractor shall be liable for liquidated damages up-to 10% of the contract price.

"Completion of Services" means successful submission of the deliverables under the contract to the satisfaction of the Client.

## **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Details of any nominated sub-contracts.
- ii) Any action under terms of Performance Guarantee.

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

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

### **5.1.1 Assistance**

(a) Assistance and exemptions to be provided by the Client as the Parties may agree in writing.

### **5.1.2 Coordination**

(a) Relevant Government Departments as the parties may agree.

### **5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than twenty (20) days from the date of their submission by the Consultants.

## **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix-A.

## **6.2 Contract Price**

- (a) The amount is Pakistani Rupees.....
- (b) The breakup of Contract Price shall be as under SC 6.3.

**6.3 Terms and Conditions of Payment:**

Payment shall be released by the Client to the Consultant at the client’s choice either in the form of cheque(s) drawn in the favor of the Consultant or in the form of irrevocable inland Letter of Credit (LC) at sight opened in the favor of the Consultant. If Letter of credit is opened in favor of Consultant the cost (commission and bank charges) of LC shall be the responsibility of the selected Consultant.

The payment shall be made in two parts to the consultant against submission of Invoices as indicated below:

<b>Sr. #</b>	<b>Deliverable Name</b>	<b>Payment (%age of Contract Value)</b>	<b>Condition for Release of Payment</b>
1.	Global Businesses Database / Online Access to Database	80%	i. Taxable Invoice issued by the Consultant ii. Written acceptance of the milestone delivery by the Project Director NBDP
2.	Training on database usage	20%	i. Training of nominated staff ii. Written acceptance of the milestone delivery by the Project Director NBDP

**6.4 Period of Advance Payment**

As provided in SC 6.3 above.

**6.5 Delayed Payments**

Financing charges are as under:

0.1% of the outstanding amount or a portion thereof whichever first becomes.