Terms of Reference (TORs)

for

Engagement of In-House Consultant -Coordination & Contract Administration

Under

SMEDA – ITC GRASP Project



Project Director SMEDA-ITC GRASP Project 3rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore Tel: 042-111-111-456 Fax: 042-3634926

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Appendix-A

Terms of References (TORs)

Consultant – Coordination & Contract Administration SMEDA – ITC GRASP Project

1. Scope of Work

The Consultant – Coordination & Contract Administration will oversee the service providers engagement, contract administration, ensuring effective coordination and delivery of services for the SMEs capacity building within the scope of SMEDA-ITC GRASP Project, included but not limited to the followings:

- To facilitate the engagement of service providers, ensuring compliance with applicable rules, regulations and guidelines.
- To liaison with stakeholders, including service providers, trade associations, chambers, beneficiaries, project team members and other implementing partners.
- To coordinate project activities by fostering effective communication and engagement between the project team and stakeholders.
- To oversee the execution of project activities, ensuring contractual compliance and resolving any discrepancies or concerns that arise.
- To prepare and submit regular progress reports to the project management and stakeholders.
- To provide supervision support for project implementation, verifying that all activities conform to the terms, conditions, and specifications outlined in the contract.
- To manage and retain contractually required records and documentation for all project-related correspondence.
- Any other responsibility / function assigned by SMEDA-ITC GRASP Project Management from time to time.

2. Qualification & Experience

- a. **Qualification:** Having minimum Master's Degree in Business Administration, Project Management, Commerce, Social Sciences or other relevant degree from a reputable HEC recognized institution.
- **b.** Experience: Must have minimum 05 years of experience in coordination, contract administration and project management.

3. Duty Station

The selected Consultant will be posted at SMEDA Head Offices (i.e. Lahore, Punjab).

4. Core Competencies

- The candidate should have exceptional interpersonal and communication skills.
- The candidate should have the ability to build and maintain relationships with diverse project stakeholders.

- The candidate should have the ability to manage contracts from initiation to close-out, ensuring compliance with contractual terms and conditions.
- The candidate should have excellent written and oral communication skills, as well as proven skills of using computer applications such as word, excel, power point etc. Other than core skills, technical skills are also required.

5. Laptop & Coordination

- The candidate needs to have his / her own laptop for the necessary work to be carried out.
- The assignment requires working in close coordination with service providers, implementing partners and other project stakeholders.

6. Duration of The Consultancy Services:

The duration of the assignment is ~05 months or till the completion of the project, whichever is earlier.

7. Contract Value / Remuneration

SMEDA-ITC GRASP shall pay to the Consultant remuneration in respect of the services performed during the term of engagement calculated at the rate of Rs. 200,000/- per month (For Reference only). Such remuneration shall, unless otherwise agreed, be paid upon submission by the consultant at the end of each calendar month of a statement showing, inter alia, the time the consultant spent during the relevant period performing the services.

8. Reporting Requirements

The selected consultant will directly report to Project Director, SMEDA-ITC GRASP, or any person nominated by the Project Director SMEDA-ITC GRASP.

9. Evaluation Criteria:

The applicant will be evaluated as per following and based on the total marks obtained Top 03 shortlisted individuals will be invited in person for further evaluation.

i. Qualification (Max 45 Marks):

25 marks for grades and 20 marks for the Institute/foreign qualification

 CGPA 2.5 and above (percentage 60.00 % or above) CGPA <2.5 & >2.0 (percentage <50.00%) 	25 Marks 15 Marks
 HEC Total Score of Institute 60 or above HEC Total Score of Institute 40~59 Institute not included in HEC Ranking 	20 Marks 15 Marks 05 Marks
For Foreign Qualification (Marks for the institute)On campus completed degree holdersOnline or distance learning degree holders	20 Marks 10 Marks
Experience (Max 55 marks):	
 Above 5 Years of Relevant Experience: 4 - 5 Years of Relevant Experience: General Experience: 	55 Marks 40 Marks 15 Marks

10. Signing of Contract

ii.

The successful candidate shall be required to execute contract agreement in the format as (annex-A) with SMEDA-ITC GRASP Project.

Annex -1

Form of Contract Agreement

This AGREEMENT is made on this <u>XX day of XX, 2024</u> between "Growth for Rural Advancement and Sustainable Progress (GRASP)" a project of Small and Medium Enterprises Development Authority (hereinafter referred to as "SMEDA-ITC GRASP") and Mr. ABC (hereinafter called "the Consultant") resident of ABC, (hereinafter called "the usual place of residence").

WHEREAS SMEDA-ITC GRASP Project intends to engage services of the Consultant upon the terms and conditions hereinafter set forth for the purposes as defined in Terms of Reference (TORs) of Consultant (Appendix-A hereto) and

WEREAS the Consultant has accepted the offer of SMEDA-ITC GRASP Project to work as consultant upon such terms and conditions as defined in this agreement.

NOW THEREFORE the parties hereto hereby agreed as follows:

1. <u>Duties of the Consultant</u>

The Consultant shall perform the duties as prescribed in the **Appendix-A** and such other functions as are assigned to him / her by SMEDA-ITC GRASP Project management from time to time (hereinafter called "the Services"). The Services will be performed principally at _______ in the Province of ______ or such other place(s) as are assigned by the SMEDA-ITC GRASP Project from time to time (hereinafter called "the Duty Station").

2. <u>Commencement of Engagement</u>

The Consultant shall join the Duty Station in accordance with the letter of intent / acceptance issued to him / her.

3. <u>Term of Engagement</u>

- I. Unless terminated earlier in accordance with Appendix B, the period during which the Consultant shall be engaged (hereinafter called "the Term of Engagement") shall not, except as the parties may otherwise agree, exceed 02 months from the date of commencement.
- II. Subject to the satisfactory performance of the Consultant and availability of funds, this agreement may be renewed for another period up to 02 months and upon such terms and conditions as the parties may agree in writing.

4. <u>Remuneration</u>

SMEDA-ITC GRASP Project shall pay to the consultant remuneration in respect of the services performed during the term of engagement calculated at the rate of Rs. 200,000/- per month (For Reference only). Such remuneration shall, unless otherwise agreed, be paid in the manner as provided in Appendix B hereto and upon submission by the consultant at the end of each calendar month of a statement showing, inter alia, the time the consultant spent on each of the activity during the relevant period while performing the services and upon meeting the target assigned to him / her from time to time.

5. <u>Traveling Expenses</u>

The Consultant shall be entitled to claim travelling allowance and expenses in case of traveling outside from duty station shall be as per **Appendix B**.

6. <u>Effectiveness</u>

The Agreement shall become effective once the parties hereto sign it.

7. <u>Notices</u>

In case of any communication to be addressed to the parties, the same shall be addressed through courier or email to the parties in the manner and to the place as mentioned in Appendix B hereof.

Raja Hassanien Javed PD SMEDA-ITC GRASP Project

Acceptance

I, Mr. / Ms. XYZ, hereby declare that I fully accept the terms and conditions of this contract /agreement, of which is true copy.

Signature

Appendix- B

STANDARD CONDITIONS OF CONTRACT

Section 1. Definitions

(a) In these Conditions and in the Contract unless a contrary intention appears: -

"SMEDA-ITC GRASP" means the "Growth for Rural Advancement and Sustainable Progress (GRASP)" Project being executed by SMEDA.

"Consultant" means the person referred to as "the Consultant" in the Memorandum of Agreement.

"Form of Agreement" means the agreement executed by and between the SMEDA-ITC GRASP Project and the Consultant in which these conditions have been incorporated by reference.

"Contract" means the Form of Agreement together with these conditions and all other documents expressly annexed thereto or incorporated therein and intended to form part of the contractual relationship between the parties.

"Services" means the duties of the Consultant designated as "the Services" in the Memorandum of Agreement.

"Usual Place of Residence" means the place residence of the Consultant designated in the Memorandum of Agreement.

"Terms of Reference" means the schedule of duties referred to as "the Terms of Reference" in the Memorandum of Agreement.

"Duty Station" means the place of designated as "the Duty Station" in the Memorandum of Agreement.

- (b) Where the context so permits words importing the singular only shall be deemed to include the plural and vice versa.
- (c) Heading shall not modify or affect the meaning of these conditions.

Section 2. Remuneration

SMEDA-ITC GRASP Project shall pay to the consultant remuneration in respect of the Services at the rate and in the currency specified in the Form of Agreement on the basis of time spent by the Consultant in performing the services. For the purpose of determining the amount of such remuneration:

- (a) Remuneration is expressed in terms of a monthly rate each month shall be deemed to be of thirty (30) days, and the time spent in performing the services shall include travel time, weekends and public holidays, and to the extent specified in Section 4 hereof shall also include periods of leave. Remuneration in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth (1/30th) of one month.
- (b) Except as otherwise agreed between the SMEDA-ITC GRASP Project and the consultant, no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the contract.

Section 3. Expenses

In addition to the remuneration specified in section 2 and subject to the provisions of the Contract, SMEDA-ITC GRASP Project shall pay to or reimburse the Consultant for the domestic travelling as per SMEDA-ITC GRASP project policy.

Section 4. General Covenants

The Consultant covenants and agrees that: -

- (a) During the term of engagement, the consultant shall devote the whole of his / her time and attention to the performance of the Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. He / she shall make or assist in making all such report and recommendations as may be contemplated by the Terms of Reference or as may be reasonably required by the SMEDA-ITC GRASP Project, and shall at all times cooperate with the SMEDA-ITC GRASP Project. After the termination of the engagement, he / she shall continue to cooperate with the SMEDA-ITC GRASP Project to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him / her.
- (b) At all times he /she shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Services without the prior approval of SMEDA-ITC GRASP Project Management, and shall refrain from engaging in any political activity.
- (c) He / she shall report immediately to SMEDA-ITC GRASP Project any accident or injury any damage to the property of SMEDA-ITC GRASP Project or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his / her knowledge may have caused such accident or injury. He / she shall also report immediately to SMEDA-ITC GRASP Project any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the services, including circumstances and events relating to this transportation and accommodation.
- (d) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the Services shall be the property of SMEDA-ITC GRASP Project and upon termination of the engagement shall be disposed of as SMEDA-ITC GRASP Project shall direct. The consultant may retain copies such documents and data but shall not sue the same for purposes unrelated to the Services without the prior approval of SMEDA-ITC GRASP Project.

Section 5. Termination of the contract by SMEDA-ITC GRASP Project

This contract shall be subject to termination on one month notice or payment of one-month cash compensation in lieu of notice period thereof, by either side without assigning any reason.

SMEDA-ITC GRASP Project may terminate this contract instantly in case of serious misconduct or serious negligence to perform duties.

Section 6. Relationship of the Parties

Nothing contained in these conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the SMEDA-ITC GRASP Project and the Consultant.

Section 7. Contractual Ethics

No fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the proposal or the contract, have been given or received in connection with the selection process or in the contract execution.

Section 8. Notices and Requests

Any notice or request required or permitted to be given or made under contract shall be on writing in the English language. Such notice or request shall be deemed to be dully given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address specified below:

3rd Floor, Building No.3, Aiwan-e-Iqbal Complex Egerton Road, Lahore, Pakistan Ph: (042)-111-111-456 Fax: (042)-36304926-7

For the Consultant: