



GOVERNMENT OF SINDH

SCHOOL EDUCATION & LITERACY DEPARTMENT

REQUEST FOR PROPOSALS



FEASIBILITY STUDY, IMPACT ASSESSMENT AND TRANSACTION ADVISORY SERVICES FOR THE EDUCATION MANAGEMENT REFORM PROJECT IN SINDH UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Procuring Agency: School Education & Literacy Department, Government of Sindh
RFP Ref. No.: SELD-PPPN/PROC-FIAS/2024-25

ASSIGNMENT BRIEF

The Government of Sindh, through the School Education & Literacy Department ('**Procuring Agency**'), outsourced the management and operation of sixty-eight (68) public sector schools—encompassing forty-three (43) newly constructed and twenty-five (25) existing schools located within the districts of Sukkur, Khairpur, Larkana, and Kambar-Shahdadkot—under the Education Management Organization Reform Project ('**Project**').

The Procuring Agency structured and implemented this Project through a series of four distinct phases, commenced sequentially since 2016, and awarded the schools to selected education management organizations for a concession period of ten (10) years, in accordance with the Sindh Public-Private Partnership Act, 2010 ('**Sindh PPP Act**'). The primary objectives driving this PPP model were to achieve tangible improvements in key educational indicators, increase student enrolment and retention rates, enhance learning outcomes, and establish effective school administration and robust infrastructure maintenance.

To facilitate the transition and ensure the sustainable operation of these schools upon the expiry of the current concession periods, the Procuring Agency aims to engage an independent firm to conduct a comprehensive and objective evaluation of the Project's overall impact, critically assessing performance and benchmarking effectiveness against the desired objectives. The findings and expert recommendations derived from this assessment will serve as a critical input for formulating future strategies and policies for the schools.

In this respect, the Procuring Agency invites sealed bids from eligible bidders (individual firms or consortia) possessing the requisite expertise as prescribed in the RFP Document to submit bids to undertake the Project's scope of work, including conducting a feasibility study, performing an impact assessment of the outcomes, and providing transaction advisory services (the extent of which may be determined based on the Project's outcomes), following the Sindh Public Procurement Act, 2009, and the Sindh PPP Act, including all relevant rules, regulations, instructions, and guidelines framed thereunder ('**Assignment**').

ASSIGNMENT SCOPE

The consulting scope of services for the Project under this Assignment includes, but is not limited to, the following:

- Conduct comprehensive financial and operational analysis, including sustainability, scalability, and cost-benefit (per-child costs);
- Evaluate the Project's overall impact, covering educational outcomes (access, performance), operational effectiveness (management, teachers), financial cost-effectiveness, monitoring mechanisms, and the effectiveness of KPIs framework;
- Identify key challenges, structural/contractual flaws, and lessons learned during Project implementation;
- Develop future strategies and models for the schools' sustainable management, including updated policies for quality education;
- Provide evidence-based recommendations covering policy and structural improvements, scalability options, future contracting and performance metrics, monitoring and evaluation framework and guidelines, and institutional strengthening;
- Prepare and deliver presentations detailing Assignment's findings and recommendations to the PPP Policy Board and relevant forums;
- Perform all tasks detailed in the RFP Document and tasks outlined in the selected consultant's technical proposal, while maintaining close collaboration with the Project key stakeholders, primarily the Procuring Agency, throughout all stages of the Assignment.

PRE- BID MEETING SCHEDULE*

May 22, 2025 at 14:00 Hours

*For further details, refer to the RFP Document

ELIGIBILITY CRITERIA

Eligible bidders shall require to qualify the eligibility and technical evaluation criteria, along with all other terms and conditions, supported by documents set out in the RFP Document, including the Sindh Public Procurement Rules, 2010 ('**SPP Rules**').

BIDDING PROCEDURE

The Assignment procurement is being conducted in accordance with the national competitive bidding, using the quality-cost based selection method as prescribed under the SPP Rules, and is open to all eligible bidders. The contract will be awarded to the bidder whose bid shall be determined to be the most advantageous, i.e., a bid attaining the highest combined weighted technical and financial score following the criteria set out in the RFP Document.

Prospective bidders are required to submit only one (1) bid comprising of one (1) Technical Proposal and one (1) Financial Proposal and other supporting documents (as applicable), as identified in the RFP Document, using the Sindh PPRA E-Pak Acquisition & Disposal System ('**SPPRA EPADS**'), no later than 12:00 hours PST on June 20, 2025 ('**Bid Submission Deadline**'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of the Bidders' representatives, who may wish to attend, at the office address provided below. However, in case of a public holiday or any unforeseen event on the Bids Submission Deadline, the bids shall be received and opened on the next business day. After completion of evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the RFP Document shall be invited to attend the opening of the Financial Proposals.

All Bidders are required to furnish, as part of their Financial Proposals, a scanned copy of bid security, no less than 5% of the quoted bid price. The original copy of bid security shall be submitted, via mail or by hand, by or before the Bid Submission Deadline at the address given below. The bid security shall be an irrevocable, unconditional and on-demand bank guarantee or pay order or demand draft issued in accordance with the requirements set out in the RFP Document.

Prospective bidders may acquire the RFP Document free of cost with effect from May 7 to June 19, 2025, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from the websites of the SPPRA EPADS or PPP Unit and notifying the Procuring Agency in writing through a letter or via email, its full name, address and contact details.

The Procuring Agency reserves all rights to: (a) cancel, modify, extend or reinstate the bidding procedure; (b) accept or reject any bid or disqualify any or all bidders; (c) modify all or any dates stated in the RFP Document; or (d) amend the RFP Document, Assignment's scope or make clarifications thereof, at any time in accordance with the SPP Rules.

The address for issuance of the RFP Document and submission of the bid security is as under:

Senior Director, Public-Private Partnership Node
School Education & Literacy Department, Government of Sindh

Address: Public-Private Partnership Node, School Education & Literacy Department, 5th Floor, PNSC Building, Maulvi Tamizuddin Khan Road, Lalazar, Karachi

Phone: +92 21 99222193 **Fax:** +92 21 99222193 **Cell:** +92 333 02099222 **Email:** ppp.fsta@gmail.com

Website: Procuring Agency - <https://sindheducation.gov.pk/> **PPP Unit** - <https://www.pppunitsindh.gov.pk/> **SPPRA EPADS** - <https://portalsindh.eprocure.gov.pk/>



GOVERNMENT OF SINDH SCHOOL EDUCATION & LITERACY DEPARTMENT

INVITATION FOR BIDS

FEASIBILITY STUDY FOR IMPACT ASSESSMENT AND TRANSACTION ADVISORY SERVICES FOR EDUCATION MANAGEMENT ORGANIZATION (EMO) REFORM

Country: Islamic Republic of Pakistan

Procuring Agency: School Education & Literacy Department, Government of Sindh

RFP Ref. No.: 01

PROJECT BRIEF

The School Education & Literacy Department, Government of Sindh, seeks to engage Transaction Advisors to evaluate the impact of the EMO reform initiative and to develop improved contracts for future EMO tenders (the Projects). This engagement aims to incorporate lessons learned from previous contracts to enhance the quality of education in public sector schools across the province.

The proposed Project has been conceived by the SEELD, GoS (the Procuring Agency) in line with its strategic objectives to provide quality education to all.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the RFP.

PROJECT SCOPE

The Project's scope of work shall include, inter alia, the following:

- Detailed feasibility and evaluate performance of EMO reform.
- Comparative analysis between EMO-managed schools and traditionally managed public schools.
- Prepare bidding documents and manage procurement cycle for future projects.
- Provide and highlight issues, challenges and recommendations based on the analysis.

CONTRACT DURATION

The assignment is structured for a period of four (4) years. Impact assessment assignment shall be completed within 6 months from the date of contract signing and the transaction advisory will be conducted on the expiry of the RFP contracts. For more details of the Project scope and time, please refer to the request for proposal document (RFP) which will be issued by RFP No. 01 on 25th May 2025.

ELIGIBLE BIDDERS

PPP Node hereby invites the Interested Parties, either as a single entity or a consortium to participate in the Tender Procedure and to submit their Bids for this Project in accordance with the requirements of the Applicable Evaluation Documents.

PRE-BID MEETING SCHEDULE*

First Pre-bid Meeting: 22nd May, 2025

*For further details, refer to the Annex 1 (Bid Data Sheet) of the RFP

BIDDING PROCEDURE

The Project's procurement shall be conducted in accordance with the national competitive bidding using single stage two envelope procedure as per the Applicable Evaluation Documents and is open to all the eligible Interested Parties.

Interested Parties are required to submit only one (1) Bid comprising of one (1) Technical Proposal and one (1) Financial Proposal and other supporting documents (as applicable), as identified in the RFP, using the Sindh PPRA E-Pak Acquisition & Disposal System (SPPRA EPADS), no later than 12:00 hours PST on 25th June, 2025 (Bid Submission Deadline). Physical Bids will not be accepted.

The Technical Proposals will be opened on the Bid Submission Deadline at 12:00 hours PST in the presence of the Bidders representatives, who may wish to attend, at the SEELD PPP Node, 5th Floor, PNSC Building, M.T. Khan Road, Lalazar, Karachi. However, in case of a public holiday or any unforeseen event on the Bid Submission Deadline, the Bids shall be received and opened on next business day. After completion of evaluation of Technical Proposals, Bidders who have submitted responsive Technical Proposals in terms of the Applicable Evaluation Documents shall be invited to attend the opening of the Financial Proposals.

All Bidders are required to furnish, as part of their Technical Proposals, a scanned copy of a Bid Security, equivalent to PKR 5,490,240/- (Pakistan Rupees Five Million Four Hundred Ninety Thousand Two Hundred and Forty only). The original copy of the Bid Security shall be submitted via email or by hand, by or before the Bid Submission Deadline at the address given below. The Bid Security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached with the RFP, issued in accordance with the requirements set out in the Instructions to Bidders. It is mandatory for the Bids to be prepared using the standard formats for Technical Proposals and Financial Proposals as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

Interested Parties may acquire the RFP before the Bid Submission Deadline, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from the website of SPPRA EPADS and/or PPP Unit, and emailing PPP Node/GoS (in writing) through a letter or via email, its full name, address and contact details.

PPP Node/GoS reserves the right to: (a) suspend, cancel, discontinue, modify, extend or re-initiate the Tender Procedure; (b) accept or reject any bid or to award any or all Bidders; (c) modify all or any details stated in the RFP; or (d) amend the RFP Project's scope or make modifications thereto, at any time without any obligation to inform any Interested Party or disclose on the grounds, justification, or reason for such action and without liability, in accordance with the Applicable Evaluation Documents.

The address for issuance of the RFP and submission of the Bid Security for the respective package is as under:

Senior Director – PPP Node
School Education & Literacy Department

Address: Office of PPP Node, 5th Floor, PNSC Building, M.T. Khan Road, Lalazar, Karachi – Sindh (Pakistan)

Phone: +92-333-0200222; +92-301-3384490 Email: info_pppnode@gmail.com

Website: SEELD - <https://sindheducation.gov.pk/> SPPRA EPADS - <https://portal.sindhprocurement.gov.pk/> PPP Unit - <https://www.pppunit.gov.pk/>

01/01/2025

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www.sindh.gov.pk

INFORMATION DEPARTMENT



GOVERNMENT OF SINDH SCHOOL EDUCATION & LITERACY DEPARTMENT

INVITATION FOR BIDS

FEASIBILITY STUDY FOR IMPACT ASSESSMENT AND TRANSACTION ADVISORY SERVICES FOR EDUCATION MANAGEMENT ORGANIZATION (EMO) REFORM

Country: Islamic Republic of Pakistan

Procuring Agency: School Education & Literacy Department, Government of Sindh

RFP Ref. No.: 01

PROJECT BRIEF

The School Education & Literacy Department, Government of Sindh, seeks to engage Transaction Advisors to evaluate the impact of the EMO reform initiative and to develop improved contracts for future EMO tenders (the **Projects**). This engagement aims to incorporate lessons learned from previous contracts to enhance the quality of education in public sector schools across the province.

The proposed Project has been conceived by the SE&LD, GoS (the **'Procuring Agency'**), in line with its strategic objectives to provide quality education to all.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the RFP.

PROJECT SCOPE

The Project's scope of work shall include, inter alia, the following:

- Detailed feasibility and evaluate performances of EMO reform
- Comparative analysis between EMO-managed schools and traditionally managed public schools
- Prepare bidding documents and manage procurement cycle for future projects
- Provide and highlight issues, challenges and recommendations based on the analysis

CONTRACT DURATION

The assignment is structured for a Period of four (4) years, impact assessment assignment shall be completed within 6 months from the date of contract signing and the transaction advisory will be conducted on the expiry of the RFP contracts. For more details of the Project scope and time, please refer to the request for proposal document (RFP), which will be issued by PPP Node on 7th May, 2025.

ELIGIBLE BIDDERS

PPP Node hereby invites the Interested Parties, either as a single entity or a consortium to participate in the Tender Procedure and to submit their Bids for the Project in accordance with the requirements of the Applicable Evaluation Documents.

PRE- BID MEETING SCHEDULE*

First Pre-bid Meeting: [22nd May, 2025]

***For further details, refer to the Annex 1 (Bid Data Sheet) of the RFP**

BIDDING PROCEDURE

The Project's procurement shall be conducted in accordance with the national competitive bidding using single stage two envelope procedure as per the Applicable Evaluation Documents and is open to all the eligible Interested Parties.

Interested Parties are required to submit only one (1) Bid comprising of one (1) Technical Proposal and one (1) Financial Proposal and other supporting documents (as applicable), as identified in the RFP, using the Sindh PPRA E-Pak Acquisition & Disposal System (**SPPRA EPADS**), no later than 12:00 hours PST on 20th June, 2025 (**Bid Submission Deadline**). Physical Bids will not be accepted.

The Technical Proposals will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of the Bidders representatives, who may wish to attend, at the SE&LD PPP Node, 5th Floor, PNSC Building, M.T.Khan Road, Lalazar, Karachi. However, in case of a public holiday or any unforeseen event on the Bids Submission Deadline, the Bids shall be received and opened on next business day. After completion of evaluation of Technical Proposals, Bidders who have submitted responsive Technical Proposals in terms of the Applicable Evaluation Documents shall be invited to attend the opening of the Financial Proposals.

All Bidders are required to furnish, as part of their Technical Proposals, a scanned copy a Bid Security, equivalent to PKR 5,490,240/-(Pakistani Rupees Five Million Four Hundred Ninety Thousand Two Hundred and Forty only). The original copy of the Bid Security shall be submitted, via mail or by hand, by or before the Bid Submission Deadline at the address given below. The Bid Security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached with the RFP, issued in accordance with the requirements set out in the Instructions to Bidders. It is mandatory for the Bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

Interested Parties may acquire the RFP before the Bid Submission Deadline, either: (a) physically, by submitting a written application at the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading from the websites of SPPRA EPADS and/ or PPP Unit, and intimating PPP Node/GoS in writing through a letter or via email, its full name, address and contact details.

PPP Node/GoS reserves all rights to: (a) suspend, cancel, discontinue, modify, extend or reinstate the Tender Procedure; (b) accept or reject any Bid or disqualify any or all Bidders; (c) modify all or any dates stated in the RFP; or (d) amend the RFP, Project's scope or make clarifications thereof, at any time without any obligation to inform any Interested Party or Bidder on the grounds, justification, or reason for such action and without liability, in accordance with the Applicable Evaluation Documents.

The address for issuance of the RFP and submission of the Bid Security for the respective package is as under:

**Senior Director – PPP Node
School Education & Literacy Department**

Address: Office of PPP Node, 5th Floor, PNSC Building, M.T. Khan Road, Lalazar, Karachi – Sindh (Pakistan)

Phone: +92-333-0209222; +92-301-3881499 Email: info.p3proc@gmail.com

Website: SE&LD- <https://sindheducation.gov.pk/> SPPRA EPADS – <https://portalsindh.eprocure.gov.pk/> PPP Unit – <https://www.pppunitsindh.gov.pk>

INF/KRY/1423/25

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GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT

Karachi dated: 15th October 2020

NOTIFICATION

NO.SO(P)/SELD/PPPN/CSC/2020: In supersession of this department's notification No.SELD/PPPN/TTI&CS/CSC/3-773/17 dated 25th August 2017 and in accordance with the Rule 67 of Sindh Public Procurement Rules 2010 (as amended from time to time), the Consultant Selection Committee (CSC) for hiring of Transaction Advisors/ Consultants for all Projects/ Institutes under Public Private Partnership (PPP) Node, School Education & Literacy Department is hereby constituted with following composition and terms of reference (ToRs):

1.	Senior Director, PPP Node, School Education & Literacy Department	Chairman
2.	Director, PPP Node, School Education & Literacy Department	Member/ Secretary
3.	Director, Literacy & NFE, SELD / representative of respective Project/ Institute	Member
4.	Representative of Planning & Development Department (Not below BS-18)	Member
5.	Representative of Finance Department (Not below BS-18)	Member

ToRs:

- 1) The Consultant Selection Committee (CSC) shall oversee the selection process of the consultants;
- 2) The CSC shall approve Expression of Interest (EOI), short listing documents, Request for Proposal (RFP) and any other bidding document(s) before issuing the same to the prospective bidders.
- 3) The CSC may extend the date in respect of any activity of the project timeline in accordance with the provision of the Sindh Public Procurement Rules, 2020 (as amended from time to time);
- 4) The CSC shall short list the consultants, responding to the Request of Expression of Interest, where applicable, in accordance with the criteria mentioned in Expression of Interest.
- 5) The CSC shall evaluate technical and financial proposal, according to selection method and evaluation criteria, set out in the Request for Proposal (RFP) and/ or Expression of Interest (EOI);
- 6) The CSC shall recommend the selected bidder/ consultant to the Procuring Agency for signing the Consultancy Agreement;
- 7) The CSC shall perform any other function(s) that are incidental and ancillary to the above mentioned.

(AHMED BAKHSH NAREJO)
SECRETARY TO GOVT. SINDH

NO.SO(P)/SELD/PPPN/CSC/2020

Karachi, dated the 15th October 2020

A copy is forwarded for information and necessary action to:-

1. The Director General, PPP Unit, Finance Department
2. The Sr. Director, PPP Node, School Education & Literacy Department
3. All members of the committee
4. The P.S. to Minister for Education & Literacy, Sindh, Karachi
5. The P.S. to Chairman, Planning & Development Board, P&D Department
6. The P.S. to Secretary, Finance Department
7. The P.S. to Secretary, School Education & Literacy Department
8. Official Website of School Education & Literacy Department

 19/10/20
SECTION OFFICER (PLANNING)



GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT

Karachi, dated: 01st November, 2022

NOTIFICATION

NO.SO(G-III) SELD/PROC/4-268/22: In pursuance of Rule-31 of the Sindh Public Procurement Rule, 2010 (amended from time to time), The Government of Sindh is pleased to constitute a Complaint Redressal Committee (CRC) for addressing the complaints of bidders that may occur during the procurement proceedings of all PPP Projects initiated under Public Private Partnership (PPP) mode by the PPP Node SE&LD, with the following composition and Terms of Reference:

1.	Secretary, SE&LD Govt of Sindh.	Chairman
2.	Representative of Accountant General Sindh. Not below (BS-18)	Member
3.	An Independent Professional from the relevant field concerning the Procurement process in question, to be nominated by the head of procurement agency.	Member

Terms of Reference:

The CRC upon receiving a complaint from an aggrieved bidder may, if satisfied:

- I. Prohibit the procurement committee/ technical and financial evaluation committee (TFEC) from acting or deciding in a manner, inconsistent with the Sindh Public Procurement rules and regulations:
- II. Annul in whole or in part, any unauthorized act or decision of the procurement committee/ technical and financial evaluation committee: (TFEC):
- III. Recommend to the Head of Department (Secretary) that the case be declared a mis-procurement, if material violation of Act, Rules, Regulation, Orders, Instructions or any other law relating to public procurement has been established: and
- IV. Reverse any decision of the procurement committee/ technical and financial evaluation committee (TFEC) or substitute its own decision for such a decision: provide that the complaint Redressal committee shall not make any decision to award the contract.
- V. The Complaint Redressal Committee shall announce its decision within seven (07) days and intimate the same to the bidder and the authority (SPPRA) within three (03) working days.

-GHULAM AKBAR LAGHARI-
(SECRETARY TO GOVERNMENT OF SINDH)

NO.SO(G-III)SELD/4-268/22

Karachi dated 1st November 2022

A copy is forwarded for information & necessary action to:

- 1 The Accountant General Sindh, Karachi,
- 2 P.S to Minister/ Secretary, SE&LD, Govt. of Sindh, Karachi.
- 3 The Official Website
- 5 Master File.



SECTION OFFICER (G-III)



GOVERNMENT OF SINDH
PUBLIC PRIVATE PARTNERSHIP NODE
SCHOOL EDUCATION AND LITERACY
DEPARTMENT

ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)

Financial Year: 2024-25

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated bid cost (PKR in Million)	Funds allocated (Million)	Source of funds (ADP/ Non-ADP)	Proposed procurement method	Timing of procurements				Remarks
								Quarter				
								1 st	2 nd	3 rd	4 th	
Upgradation Management & Operation of Government Hospital 50 bedded under Public-Private Partnership Mode												
1.	Feasibility Study, Impact Assessment And Transaction Advisory Services For Education Management Reform Project In Sindh Under Public Private Partnership Mode	N/A	N/A	PKR [160 Million]	-	Non-ADP	Open Competitive Bidding using Single Stage Two Envelope bidding procedure in accordance with Rules-15(2)(b) & 72(3) of the SPP Rules, 2010			✓	✓	
2.										✓	✓	
3.										✓	✓	
4.										✓	✓	
5.										✓	✓	
6.										✓	✓	

Handwritten signature and date
7/5/2025

(ASHIQ HUSSAIN KHOSO)
SENIOR DIRECTOR
PUBLIC-PRIVATE PARTNERSHIP NODE
SCHOOL EDUCATION AND LITERACY DEPARTMENT



**GOVERNMENT OF SINDH
PUBLIC PRIVATE PARTNERSHIP (PPP) NODE
SCHOOL EDUCATION & LITERACY DEPARTMENT**

STANDARD PROCUREMENT DOCUMENT

**REQUEST FOR PROPOSALS
SELECTION OF CONSULTANTS**

**FEASIBILITY STUDY, IMPACT ASSESSMENT &
TRANSACTION ADVISORY SERVICES FOR
EDUCATION MANAGEMENT REFORM PROJECT
IN SINDH UNDER PUBLIC PRIVATE
PARTNERSHIP MODE**



Address: PPP Node, SE&LD, 5th Floor, PNSC building, M.T Khan Road, Lalazar, Karachi.
Website: <http://seld-pppn.gos.pk> **E-mail:** pppn@seld-pppn.gos.pk
Telephone: +92-21-99222193; +92-333-0209222; +92-301-3881499

**Request for Proposals Document
Selection of Consultants
National Competitive Bidding**

**FEASIBILITY STUDY, IMPACT ASSESSMENT AND TRANSACTION ADVISORY
SERVICES FOR EDUCATION MANAGEMENT REFORM PROJECT IN SINDH UNDER
PUBLIC PRIVATE PARTNERSHIP MODE**

RFP Reference No: SELD-PPPN/PROC-FIAS/2024-25
Procuring Agency: School Education & Literacy Department, Government of Sindh
Address: PPP Node, 5th Floor, PNSC building, M.T Khan Road, Lalazar,
Karachi.
Issued on: 4TH MAY, 2025

Important Notice

This Request for Proposal Document (the '**RFP Document**') is provided to the Eligible Bidders or Consultants – individual firms of consortia as the case may be – solely for use in preparing and submitting their Bids in connection with the Bidding Process relating to a feasibility study of impact assessment of EMO reform along with transaction advisory services for re-tendering of future projects under public-private partnership mode (the '**Assignment**'). This RFP Document is being issued by the Public Private Partnership (PPP) Node, School Education & Literacy Department, Government of Sindh (the '**Procuring Agency**'), solely for use by the Bidders in considering the Assignment following the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

*Unless expressly specified otherwise, all **capitalized terms** used herein shall bear meaning ascribed thereto under Sections II & VI – Instructions to Consultants and General Conditions of Contract, respectively, of this RFP document.*

For this Assignment, the RFP Document was prepared by the Procuring Agency and then reviewed and approved by the Procuring Agency's Consultant Selection Committee constituted in accordance with the SPP Rules. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of information contained herein, or in any other document made available to a Person in connection with the Assignment's Bidding Process and the same shall have no liability for this RFP Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of Proposals or Bids. Neither of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP Document or otherwise in connection with the Assignment as contemplated herein.

The Proposals or Bids submitted in response to the RFP Document by any of the Bidders shall be upon the full understanding and agreement of any and all terms & conditions of the RFP Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Document. Any Bid submitted by a Bidder in response to the RFP Document shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Document, including its clarification and/ or addenda and/ or corrigenda if any issued by the Procuring Agency, and has independently verified all the information received (whether written and verbal) from the Procuring Agency (including from its employees, personnel, agents, Consultants, advisors and contractors etc.).

This RFP Document does not constitute a solicitation for transaction advisory services, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of the Procuring Agency that the Assignment's Contract will be awarded. The Procuring Agency reserves its right, in its full discretion, to modify the RFP Document and/ or the Assignment and/ or cancel the Bidding Process at any time to the fullest extent permitted by the SPP Rules, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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Section I – Letter of Invitation

RFP Ref No.: SELD-PPPN/PROC-FIAS/2024-25

Karachi, dated 4TH MAY, 2025

The Public Private Partnership (PPP) Node, School Education and Literacy Department, Government of Sindh (the '**Procuring Agency**') has conceived Project for the feasibility study, impact assessment for Education Management Organization Reform along with transaction advisory services for re-tendering of future project(s) under public-private partnership mode in line with its strategic objectives to assess the impact of EMO reform and to develop future contracts under EMO reform (the **Projects**) based on the learning of previous contracts in order to improve the standard of education in the public sector schools of the province of Sindh.

The Procuring Agency now invites the sealed Bids from the Eligible Bidders (individual firms or Consortia, as the case may be) for conducting an impact assessment and providing transaction advisory services to re-tender the Projects under Public-Private Partnership mode (the '**Assignment**') following the Sindh Public Procurement Rules, 2010 (as amended and in force till the issuance of this RFP) (the '**SPP Rules**').

To avoid any potential conflict of interest, the existing EMO partner organizations, Independent Expert organizations and Independent Auditor organizations including their subsidiaries, associates and sister concerns are not allowed to participate in the assignment, either individually or as part of a consortium. In case any of these organization participates as lead or consortium partner; the proposal shall be rejected without further evaluation. In addition, if any bidder submits the CV of a Key Professional who is currently associated with, or has actively remained engaged with, the EMO project through any of the aforementioned organizations within the last two (2) years, such a professional shall be considered ineligible for this assignment. However, a professional who has not been associated with the EMO program in any capacity through these organizations for a continuous period exceeding years two (2) years shall be deemed eligible for inclusion in the team. In case of non-compliance, the bidder shall be required to replace the concerned professional with another of equivalent or superior academic qualifications and relevant professional experience, prior to the signing of the contract.

The consulting **scope of services** under this Assignment includes, but is not limited to the:

- Collect & Analyze student enrollment, attendance, retention ratios, student transition from primary to secondary till matric, transition rates, equity - Girls Parity Index (GPI) improvement student-teacher ratios, assessment results including formative & summative assessment, IE's sample-based assessment and board results, other performance indicators.
- Review the overall performance of EMOs in compliance with Concession Agreement, their Technical and Financial Proposals and guidelines/policies/SOPs issued by the Authority.
- In-depth assessment of financial and project structure including recommendation for future contracts.
- Analyze the role and performance of key stakeholders.
- Evaluate the performance of schools using quantitative and qualitative methodologies.
- Assess teachers' pedagogical abilities, development and delivery of lesson plans (both government & private teaching staff).
- Analyze the financial and operational sustainability of the EMO model.

- Provide cost-benefit analysis, including per-child costs and scalability of the model.
- Draft a suitable operating and administrative policy/model to overcome issues that hinder quality education in government schools.
- Suggest evidence-based policy and/or structural improvements for future contracts including grading mechanism for operators as per the performance evaluated.
- Recommend strategies to ensure long-term sustainability and effectiveness of the reform.
- Propose a monitoring and evaluation framework/guidelines for ongoing and future projects.
- Suggest measures to strengthen the PPP Node and identify strategies for effective contract management for existing and new EMO project.
- Prepare and deliver presentations and reports on the Projects-related documents before the PPP Policy Board and any other forum for seeking approvals as required under the SPP Rules and Sindh PPP Act, 2010;
- Prepare model bidding and ancillary documents (Concession Documents) for solicitation of bids from private party(ies) under the preferred PPP mode(s) in accordance with the SPP Rules;
- Perform the tasks identified and described in the RFP Document while maintaining close collaboration with the Projects key stakeholders, mainly the Procuring Agency, at all stages of the contract management.
- Conduct transaction advisory services on the basis of model documents created.

The Bidding Procedure will be conducted through **National Competitive Bidding** using the **Quality and Cost Based Selection method**¹ as prescribed under Rules-15(2)(b) & 72(3) of SPP Rules, and is open to all the Eligible Bidders. The Contract will be awarded to a Bidder whose Bid found and declared as the **Most Advantageous Bid**, i.e., a Bid attaining the highest combined weighted technical and financial score according to criteria outlined in the RFP Document, subject to the approval by the Competent Authority.

The prospective Bidders may seek further information by obtaining the bidding document (the '**RFP Document**') free of cost with effect from **7TH May, 2025** either: (a) physically, by submitting a written application during office hours at the address given below; or (b) electronically, by downloading it from the websites of SPPRA EPADS www.portalsindh.eprocure.gov.pk or PPP Unit, Finance Department www.pppunitsindh.gov.pk or on School Education and Literacy Department <https://www.sindheducation.gov.pk/> or by sending a request via email addressed to the Procuring Agency at pppn@seld-pppn.gos.pk.

The Bid, Technical and Financial Proposals sealed separately, containing all the requisite documents must be submitted online through EPADS with the Assignment's title '**Feasibility Study, Impact assessment & Transaction Advisory Services for the Education Management Reform Project in Sindh under PPP mode**' on or before **20th June 2025 at 12:00 Hrs. (PST)** (the '**Submission Deadline**'). The Bids (Technical Proposals only) will be opened publicly in the presence of the Bidders or their representatives, who may wish to attend, on the Submission Deadline at **13:00 Hrs. (PST)** at the office address mentioned-below. However, in case of a public holiday announced by the Government or due to any

¹ Selection Method: Quality & Cost Based Selection Method

Weightage:

Technical Proposal: 90%

Financial Proposal: 10%

unavoidable circumstances on the Submission Deadline, the Bids shall be received and opened on the next working day (the '**Business Day**') at the same time and venue.

All the Bids submitted must remain valid for a period of **ninety (90) days** effective from the Technical Proposals/ Bids' opening date and must be accompanied by a bid security equivalent to 5% of the total quoted bid in the shape of Deposit at Call or Pay Order/ Demand Draft/ Bank Guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Sr, Director, Public Private Partnership (PPP) Node, School Education and Literacy Department.**'

The Procuring Agency reserves the right to reject any or all Bids subject to the relevant provisions of the SPP Rules and may cancel the Bidding Process at any time prior to the acceptance of a Bid in terms of Rule-25 of the SPP Rules.

The address referred to above for issuance of the RFP Document is:

Attention: Senior Director, PPP Node, SE&LD
Address: Office of PPP Node, 5th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi.
Phone: +92-21-99222193; +92-333-0209222; +92-301-3881499
Fax: +92-21-99222193
E-mail: pppn@seld-pppn.gos.pk / ppp.fsta@gmail.com
Website: <https://sindheducation.gov.pk/> <https://www.pppunitsindh.gov.pk> & <https://portalsindh.eprocure.gov.pk/>

Pre-Bid Meeting Schedule

Date: 22nd May, 2025
Time: 14:00 (PST)
Venue: Office of PPP Node, 5th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi.

ADDRESS FOR SUBMISSION AND OPENING OF BIDS

Attention: Senior Director, PPP Node, SE&LD.
Address: Office of PPP Node, 5th Floor, PNSC building, M.T Khan Road, Lalazar, Karachi.

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Section II – Instructions to Consultants**1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA);
- (b) “Assignment” means procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation and Section II – Bid Data Sheet of the RFP Document);
- (c) “Best Evaluated Bid” means in case of Public Private Partnership Projects, a bid, which attains the highest score under criteria laid down in Rule 84, read with respective bidding documents;
- (d) “Bid” means a tender, or an offer including Technical and Financial Proposals submitted in a separate and sealed envelopes by a Person, Consultant, firm, company or an organization, or Consortium expressing willingness to undertake a specified task at a price, in response to an invitation by the Procuring Agency;
- (e) “Bidder” means a Person or Consortium or entity; (i) submitting a bid; or (ii) who intends to submit a bid and is able to substantially prove such intention;
- (f) “Bidding Documents” means the documents notified by the Authority for preparation of bids in uniform manner;
- (g) “Bid Price” means the consultancy fee for providing services under this Assignment as quoted by the Consultant in its Financial Bid;
- (h) “Bidding Procedure or Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;
- (i) “Bid Security” Each Bidder shall furnish, as an integral component of its Financial Proposal, an original Bid Security in an amount not less than that specified in the Bid Data Sheet (BDS). The original Bid Security shall be submitted in hard copy form, either by registered mail or delivered by hand, enclosed in a sealed envelope clearly marked as: “Original – Bid Security (Do Not Open Except in the Presence of the Procurement Committee)”. This sealed envelope containing the original Bid Security shall be enclosed within the sealed envelope containing the original Financial Proposal and shall

bear the address for submission as specified in the Bidding Documents. Simultaneously, a scanned copy of the same original Bid Security shall be uploaded as part of the Financial Proposal on the ePADS portal, in accordance with the instructions provided therein. For the avoidance of doubt, both the original hard copy of the Bid Security and its scanned version shall be opened exclusively in the presence of the duly constituted Procurement Committee. In the event of any discrepancy between the scanned and the original versions of the Bid Security, the contents of the original hard copy shall prevail. Any Bid accompanied only by a photocopy or scanned copy of the Bid Security, without submission of the original as prescribed above, shall be deemed non-responsive and shall not be further evaluated.

- (j) “Board” means the Public-Private Partnership Board established under Section – 4 of the Sindh Public-Private Partnership Act, 2010;
- (k) “Business Days” means normal working days, excluding Saturday, Sunday, and any other days which are provincial government holidays;
- (l) “Calendar Days” means days including all holidays;
- (m) “Conditional Bid” means a Bid or Proposal (technical or financial) that substantially limit or modify any of the terms and conditions, specifications or requirements of the RFP Document;
- (n) “Conflict of Interest” means (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him; (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract; (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract; (iv) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;
- (o) “Consortium” means consultants comprised of a group of two or more enterprises (technical, financial, social & environmental, legal members) formed to submit a Proposal;

- (p) “Consultancy Service Agreement” means an agreement to be executed between the Procuring Agency and the Bidder or Consultant, whose Bid found and declared as the Most Advantageous Bid pursuant to the selection method² and criteria mentioned in this document;
- (q) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;
- (r) “Contract” means an agreement enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities;
- (s) “Detailed Design” means the final design of a Project, based on which the Project construction/development shall be undertaken by the concessionaire, subsequent to the execution of the concession agreement;
- (t) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific Assignment conditions;
- (u) “Days” means calendar days;
- (v) “Eligible Bidder or Consultant” means a Bidder who, after evaluation of Technical Proposal as per eligibility criteria and technical evaluation, stands qualified for opening and evaluation of Financial Proposal;
- (w) “Financial Bid or Proposal” means the financial bid to be submitted by the Bidder along with its Bid;
- (x) “Financial Close” means the stage where all loan agreements are executed with the lenders and equity is arranged by the Special Purpose Vehicle/

² Selection Method: Quality & Cost Based Selection Method

Weightage:

Technical Proposal: 90%

Financial Proposal: 10%

- Company (SPV) of the private party (preferred bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with full satisfaction of conditions of a financing agreement for loan disbursement;
- (y) “Foreign Company” means any company or body corporate incorporated outside Pakistan, which has a place of business or liaison office in Pakistan whether by itself or through an agent, physically or through electronic mode; or conducts any business activity in Pakistan in any other manner;
 - (z) “Government” means the Government of Sindh;
 - (aa) “International Financial Institutions” means a financial institution that has been established by more than one country like multilateral and regional development banks;
 - (bb) “Interested Party” means any entity that has lawfully obtained the Bidding Document from the Procuring Agency.
 - (cc) “Instructions to Consultants” (ITC) (Section-II of RFP) means the document which provides the Consultants with all information needed to prepare their Proposals;
 - (dd) “Key Professional Staff” means the professionals proposed by the Bidder to undertake the Assignment;
 - (ee) “Letter of Award” means a letter of award or acceptance of Bid issued by the Procuring Agency to a Bidder whose Bid declared as Most Advantageous Bid in accordance with the criteria and other terms & conditions set forth in the RFP Document;
 - (ff) “Lead Member” means any Consortium member – technical or financial or social & environmental or legal member or engineering (an enterprise, firm or company), being a National Company having set up or incorporated in Pakistan, responsible to the Procuring Agency for leading and executing the entire Assignment;
 - (gg) “Letter of Invitation” (Section-I of RFP) means the Letter of Invitation issued by the Procuring Agency to the Bidders or Consultants;

- (hh) “Most Advantageous Bid” means (i) a bid or proposal for services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions set out in the RFP Document; and (ii) evaluated as the highest ranked bid or proposal on the basis of quality and cost, as specified in the RFP Document;
- (ii) “National Company” means any enterprise, firm or company setup or incorporated in Pakistan;
- (jj) “Person” means a registered company, entity, firm, other than an Agency and the Unit;
- (kk) “PPP Policy Board” means the Board constituted under Section-4 to perform the functions outlined under Section-5 of the of the Sindh Public-Private Partnership Act, 2010;
- (ll) “Public-Private Partnership” means a contractual arrangement between the public and private sectors, built on the expertise and resources of each partner that best meets clearly defined public needs through appropriate allocation of resources, risks and rewards;
- (mm) “Private Party” means a person who enters into a Public-Private Partnership Agreement with an Agency and includes foreign government or an entity owned or controlled by it or its company incorporated under the laws of Pakistan;
- (nn) “Procuring Agency” means the department with which the selected Consultant or Bidder signs the Contract for the Services;
- (oo) “Project” means a project implemented as a Public-Private Partnership as listed in Schedule I of the Sindh Public-Private Partnership Act, 2010;
- (pp) “Proposals” means the Technical Proposal and the Financial Proposal submitted in a separate and sealed envelope;
- (qq) “Request for Proposal (RFP)” means a uniform bidding document prepared by the Procuring Agency for the selection of consultants;
- (rr) “Response Document” means a document issued or circulated by the Procuring Agency as a clarification against the prospective bidders’ query(ies), if any received in connection to RFP or Bidding Document;

- (ss) “SPP Rules” means the Sindh Public Procurement Rules, 2010 (as amended and in force till the date of RFP issuance or advertisement, whichever is earlier);
- (tt) “SPPRA EPADS” means the SPPRA Sindh e-Pak Acquisition & Disposal System (accessible via Public Procurement Regularity Authority Sindh EPADS website), the link for which is provided in the BDS;
- (uu) “Submission Guidelines” means step by step instructions as may be amended from time to time by the SPPRA, for electronically submitting the Bid via the SPPRA EPADS utilizing the file uploading e-submission method, the link for which is provided in the BDS;
- (vv) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services;
- (ww) “Technical Bid or Proposal” means the technical bid to be submitted by the Bidder along with its Bid;
- (xx) “Terms of Reference (TOR)” means the document included with the RFP as Section-V which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the Assignment;
- (yy) “Unsolicited Proposal” means a written proposal for a public-private initiative that is submitted by a private entity for the purpose of entering into an agreement with the Procuring Agency but that is not in response to a formal solicitation or request issued by the Procuring Agency as further defined under Rule-15(A) of SPP Rules.

1.2 The words and expression used but not defined in the RFP Document shall have the same meaning as assigned to them in the Sindh Public-Private Partnership Act, 2010, and SPP Rules, 2010, and, if not defined there, as in the ordinary use of language.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet will select a consulting firm (the ‘**Consultant**’) in accordance with the selection method and criteria specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a

Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with selected Consultant.

- 2.3 Consultants should familiarize themselves with all the applicable rules and conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the Bidding Process at any time prior to the acceptance of a Bid or Proposal, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency's interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a Conflict of Interest and shall not be recruited, under any of the circumstances set forth below:
 - (a) A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation;
 - (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired

for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency;

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

Conflicting Relationship

- 3.2 Government officials and civil servants may be hired as Consultants only if:
 - (a) They are on leave of absence without pay;
 - (b) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (c) Their employment would not give rise to any Conflict of Interest.

4. Fraud and Corruption

- 4.1 It is the Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in the Rules, which define:

"Corrupt and Fraudulent Practices" means either one or any of the practices given below:

- (a) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (b) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

- (c) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (d) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (e) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules;

Under the SPP Rule 35, a Procuring Agency can inter-alia blacklist a Bidder found to be indulging in any of the Corrupt and Fraudulent Practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any Bidder who is to be blacklisted shall be accorded adequate opportunity of being heard.

- | | |
|--|--|
| 5. Integrity Pact | 5.1 Pursuant to Rule-89 of SPP Rules, 2010, Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements. |
| 6. Eligible Consultants | <p>6.1 If short listing process has been undertaken through REOI, as outlined under Rules-73 & 74 of SPP Rule, 2010, for the Contract(s) for which this RFP document is being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.</p> <p>6.2 Short listed Consultants emerging from request of expression of interest are eligible.</p> |
| 7. Eligibility of Sub-Consultants | 7.1 A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short-listing process. |
| 8. Only One Proposal | 8.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such |

proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

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

9.2 Consultants shall submit required bid security defined in the Bid Data Sheet (BDS) (which shall not be less than one percent and shall not exceed five percent of the Bid Price).

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

11.2 The estimate number of Professional Staff months or the budget required for executing the Assignment should be

shown in the Data Sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Consultant.

12. Language

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

13. Technical Proposal Format and Content

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

- (a) If a Consultant considers that it does not have all the expertise required for the Assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate and applicable. International Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the Assignment to, national Consultants, subject to SPP Rules, 2010.
- (b) For Assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (c) It is desirable that the majority of the Key Professional Staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (d) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (e) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.

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

- (a) A brief description of the Consultant organization and an outline of recent experience on assignments of a similar nature for each assignment, the outline should indicate, inter alia, the profiles of the staff,

duration of the assignment, contract amount, and firm's involvement **(Form TECH-2)**.

- (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency **(Form TECH-3)**.
- (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing **(Form TECH-5)**.
- (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include number of years working for the Consultant and degree of responsibility held in various assignments as indicated in the Data Sheet **(Form TECH-6)**.
- (e) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member **(Form TECH-7)**.
- (f) A detailed description of proposed methodology, work plan for performing the Assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the Assignment **(Form TECH-4)**.
- (g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). It shall list all costs associated with the Assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if and as applicable). Alternatively, Consultant may provide its own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

**16. Submission,
Receipt, and
Opening of
Proposals**

- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section-III, and FIN-1 of Section-IV. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants. The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal.
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 16.3 Each Interested Party shall register itself as a "Supplier" on SPPRA EPADS by creating a dedicated account. The Interested Party is responsible for ensuring its compliance with this requirement prior to Technical Proposal and Financial Proposal shall be uploaded separately on the EPADS.
- 16.4 The Proposals must be uploaded on the EPADS no later than the time and the date indicated in the Data Sheet until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before deadline for submission.
- 16.5 Bids shall be submitted electronically by the Bidders via the SPPRA EPADS, except for the original Bid Security which shall be submitted: (a) through courier/ express mail; or (b) by hand on or before the Bid Submission Deadline at the address indicated in the BDS.
- 16.6 No arrangements shall be made by the Procuring Agency with Bidders for collection of the Bids and/or Bid Security from any delivery point. Bidders shall bear all expenses incurred in the preparation or submission of Bids and/ or Bid Security. No demands for a refund of any expense shall be entertained.
- 16.7 Where delivery of the Bid Security is by courier/ express mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid Security, such Bidder shall make a request for such acknowledgement in a separate letter accompanying the envelope containing the Bid Security. Delays in the mail, delays of person(s) in transit, or delivery of the Bid Security to an incorrect location, shall not be accepted as an excuse for failure to deliver the Bid Security at the proper place and time. It shall be the Bidder's

responsibility to ensure delivery of its Bid Security in a timely manner.

- 16.8 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITC Clause 9, in which case all rights and obligations of Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 16.9 The Procuring Agency shall not consider any Bid and/ or Bid Security that arrives after the Bid Submission Deadline, in accordance with the ITC Clause 1.1. Any Bid and/or Bid Security received by the Procuring Agency after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.
- 16.10 A Bidder may withdraw, substitute, or modify its Bid, after it has been submitted, in accordance with the Submission Guidelines. The corresponding substitution or modification of the Bid Security must accompany the respective written notice. All notices must be:
- (a) Prepared and submitted in accordance with Clauses in this Section, and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution" or "Modification" and
 - (b) Received by the Procuring Agency prior to the Bid Submission Deadline prescribed in accordance with this RFP
- 16.11 Bid Security requested to be withdrawn in accordance with ITC Clauses shall be returned unopened to the Bidders.
- 16.12 No Bids may be withdrawn, substituted, or modified during the interval between the Bid Submission Deadline and Bid validity Period specified by the Bidder on the Letter of Bid or any extended date thereof.
- 16.13 After the Bid Submission Deadline, no changes to the Bidding Document shall be permitted other than those requested by the Agency and agreed to by the Bidders and inclusion of details of the Successful Bidder (to whom the Contract is awarded), and any other information that was incomplete prior to the Bid Submission Deadline.
- 16.14 Except as in the cases specified in the RFP, the Procuring Agency shall, at this Technical Proposals opening, publicly open and read out, in accordance with this ITC, all Bids

(Technical Proposals only) received by the deadline at the date, time and place specified in the BDS in the presence of the Bidders designated representatives, who choose to attend, Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with the SPPRA Rules shall be specified in the BDS.

- 16.15 If the Technical Proposal and the Financial Proposal are submitted together in one PDF file, other than as specified in the Instructions to Bidders, the entire Bid may be rejected. If any document, required to be submitted with Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid.
- 16.16 The Financial Proposals shall remain secured and unopened on the SPPRA EPADS until the specified date and time of their opening, as communicated in advance by the Procuring Agency to the Bidders.
- 16.17 Only Technical Proposals which are read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the Bidding Document. No Bid shall be rejected at the time of opening of Technical Proposals except for late Bids, in accordance with ITC Clauses.
- 16.18 At the Bid opening the Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with the RFP).
- 16.19 Following the opening of the Technical Proposals, the Procuring Agency shall prepare a record that shall include, as a minimum:
- (1) the name of the Bidder.
 - (2) the presence or the Bid Security.
 - (3) any other details such as the Procuring Agency/ Procurement Committee may consider appropriate.
- 16.20 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 17. Proposals Evaluation**
- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact

the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18 Evaluation of Technical Proposals

- 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks/ points, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those Consultants who failed to qualify the eligibility criteria or secure minimum qualifying marks/ points shall be returned un-opened.

19 Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' designated/ authorized representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks/ points will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all the Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount,

or between word and figures the formers will prevail. In addition to above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 19.3 In case of **Least Cost Selection LCS Method**, the Bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of **Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of **Fixed-Budget and Quality Based Selection**, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.
- 20 **Negotiations**
- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all the Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 21 **Technical Negotiations**
- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as **“Description of Services”**. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract Agreement.
- 22 **Financial Negotiations**
- 22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Procuring Agency

with the information on remuneration rates described in the Appendix attached to Section 4 (Financial Proposal - Standard Forms of this RFP).

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| 23 Availability of Professional Staff/ Experts | 23.1 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional Staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within period of time specified in letter of invitation to negotiate. |
| 24 Award of Contract | 24.1 | After completing negotiations, if any held, the Procuring Agency shall award the Contract to the selected Consultant and within fifteen (15) Days of the Contract's signing, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the Bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. |
| | 24.2 | Before signing the contract, Consultant required to submit performance security at rate indicated in the Data Sheet. |
| | 24.3 | The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet. |
| 25 Confidentiality | 25.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the bid evaluation result and/ or the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal. |

Section II – Instructions to Consultants

Bid Data Sheet

The following specific data for the services to be procured under this Assignment shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Consultants (ITC).

ITC Ref.	General
ITC 1.1 ITC 2.1	Request for Bids (RFB) Reference Number: SELD-PPPN/PROC-FIAS/2024-25 dated 4 th May, 2025 Procuring Agency: Public Private Partnership (PPP) Node School Education and Literacy Department, Government of Sindh RFP Title: Feasibility Study, Impact assessment and Transaction Advisory Services of Education Management Reform Project under PPP mode Bidding Procedure: National Competitive Bidding (Single-Stage Two-Envelope)
ITC 13.1	Intended Completion Date: 4 years from date of Signing (milestone based)
ITC 1.1 ITC 2.1 ITC 2.5	Procuring Agency: Public Private Partnership (PPP) Node School Education and Literacy Department Activity Name: Feasibility Study, Impact assessment and Transaction Advisory Services of Education Management Reform Project under PPP mode
ITC 1.1	Joint Venture (JV) Participation: Allowed
ITC 1.1	Bidder's Nationality: Pakistani firms only
ITC 1.1	Requirements: Lists of blacklisted firms is available PPRA and SPPRA's websites https://www.ppra.org.pk/blacklist.asp http://pprasindh.gov.pk/blacklistfirms.php
Contents of Bidding Document	
ITC 2.1 ITC 10.1 ITC 10.2 ITC 11.1 ITC 12.1 ITC 16.1 ITC 16.8	For Clarification of Bidding Document, the Procuring Agency's address is: Attention: Senior Director PPP Node, SE&LD Address: Office of PPP Node, 5th Floor, PNSC building, M.T. Khan Road, Lalazar, Karachi. Telephone: +92-21-99222193 +92-333-0209222; +92-301-3881499 Facsimile: +92-21-99222193 Email: ppp.fsta@gmail.com/ ; pppn@seld-pppn.gos.pk Deadline for Clarification Requests: All requests for clarification of Bidding Document shall be received by the Procuring Agency no later than five (5) Days prior to the Bid Submission Deadline. Note: The Procuring Agency will issue clarifications (the 'Response Document') against the prospective Bidders' queries, if any received within the time specified herein-above. The Response Document(s) will be posted on the Procuring Agency's website and the same will be communicated to the prospective Bidders who obtained the RFP Document from the Procuring Agency.

	<p>The prospective Bidders are required to regularly access the websites to ensure seeking such updates relating to the Assignment; or alternatively, the prospective Bidders may confirm their intention to bid by sending e-mail containing the subject Expression to Bid for Feasibility Study, Impact assessment and Transaction Advisory Services of Education Management Reform Project under PPP mode addressed at pppn@seld-pppn.gos.pk for receiving timely updates, if any issued by the Procuring Agency</p> <p>The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITC Clause 9, in which case all rights and obligations of Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
ITC 1.1	Web Pages for Bidding Process Information:
ITC 16.1	SPPRA EPADS: https://portalsindh.eprocure.gov.pk/
	Procuring Agency: pppn@seld-pppn.gos.pk
	Preparation of Bids
ITC 12.1	Language: The Bidding Document and all correspondence exchanged between the Procuring Agency and the Bidder shall be in the English language.
ITC 1.1 ITC 2.1 ITC 5.1 ITC 6.1 ITC 7.1 ITC 10.1 ITC 10.2 ITC 11.1 ITC 12.1 ITC 16.	<p>Additional Bid Submission Requirements: The Bidders shall submit the following additional documents as part of their Technical Proposal of the Bid:</p> <ul style="list-style-type: none"> (a) Registration Details: Documents establishing the entity's constitution or legal status, place of registration, principal place of business, including the Memorandum and Articles of Incorporation (or equivalent legal entity registration documents, as applicable). (b) Company Profile: A description of the entity's nature of business and relevant experience. (c) Power of Attorney: A written power of attorney authorizing the signatory of the Bid to commit the Bidder. (d) Integrity Pact: An integrity pact signed by Bidder's authorized representative. (e) Qualification Record: Work orders and completion certificates demonstrating experience in similar Services of comparable size within the last three (5) years. Additionally, provide details of ongoing/ committed services contracts, along clients' names and addresses who may be contacted for further information. (f) Key Personnels: CVs demonstrating qualifications and experience of key site management and technical personnel proposed for the Contract. (g) Financial Statements: Audited accounts financial reports (balance sheets and profit & loss statements) for the most recent three (3) years, certified by a valid chartered accountant firm. (h) Income Tax Returns: Income tax returns of bidder and each consortium member for the last 3 year. (i) Technical Approach: Description of technical specification, methodology, workplan, and schedule demonstrating Bidder's approach meets requirements for performance of Services specified in Section V (<i>ACTIVITY SCHEDULE</i>) of the Bidding Document. (j) Non-Performance History: Details of any historical contract non-performances, with concrete reasons. (k) Litigation History: Details regarding any litigation, current or during the last five years, in which the Bidder is involved, parties concerned, and disputed amount. (l) Blacklisting Affidavit: An affidavit stating the Bidder is not currently blacklisted by any organization

	<p>(m) Other Documents: Any additional documents (inter-alia including Bid Forms as specified in Section I (<i>INSTRUCTIONS TO BIDDERS</i>)) that demonstrate eligibility, qualifications, compliance with terms and conditions of the Bidding Document.</p> <p>Note: Bidders shall submit valid documents to demonstrate their eligibility and qualification, as specified in the Bidding Document. A bid containing incomplete documents or lacking concrete evidence to qualify the criteria will be disqualified. The Procuring Agency reserves the right to cross-verify any information or request additional documents, if necessary, during the evaluation stage to ensure the reliability of information and Bidder's capability. Bidder's failure to submit required documents or information on time may result in disqualification/rejection of a Bid.</p>
ITC 11.1 ITC 9.1	Alternative Bids and Completion Time: Alternative Bids (either Technical Proposal and/ or Financial Proposal) shall not be considered. Alternative timelines (Technical Proposal) for activities completion will not be permitted.
ITC 8.1 ITC 14.1 ITC 15.1 ITC 19.1	Bid Price Adjustment: The item-wise rates quoted by a Bidder shall not be subject to adjustment during the performance of the Contract. However, the quantities of items ordered may vary based on Planned Events, Unplanned Events, and the specific Services required for any event, as communicated In Writing by the respective District Administrative Offices. Payment for Services rendered by the Successful Bidder shall be released by the Procuring Agency upon confirmation from the relevant district administrative office and subsequent validation by a third-party organization engaged by the Procuring Agency.
ITC 1.1	Bid Price Currency: The Bidder is required to quote the Bid Price that corresponds to expenditures incurred in Pak Rupees. The Procuring Agency shall release the payments to the Successful Bidder in Pak Rupees following the procedure set out under Bid Data Sheet ITC Clause 15.7.
ITC 1.1	Bid Validity: The Bid shall be valid until 18 th September, 2025.
ITC 1.1 ITC 14.1 ITC 16 ITC 19.	<p>Bid Security: Scanned copy of original Bid Security shall be required as part of the Financial Proposal of the Bid and submitted on SPPRA EPADS. The Bid Security shall be not less than (5%) of the Bid Price quoted by a Bidder. The Bid Security shall be in the form of a pay order or demand draft or bank guarantee, valid for twenty-eight (28) days beyond the Bid Validity Period and issued by a scheduled bank in Pakistan in favour of the Senior Director, PPP Node SE&LD. The Bid Security, in original, shall be submitted in a sealed envelope on or before the Bid Submission Deadline at the Procuring Agency's address provided below:</p> <p>Attention Senior Director, PPP Node SE&LD</p> <p>Address Office of PPP Node, 5th Floor, PNSC building, M.T. Khan Road Lalazar, Karachi.</p>
ITC 16	Authorization: The written confirmation of authorization to sign on behalf of the Bidder shall be a Power of Attorney.
Submission of Bids	

ITC 13.1 ITC 16	Electronic Bidding: The Interested Party or Consortium Member shall submit Bid using its dedicated account via the SPPRA EPADS portal https://portalsindh.eprocure.gov.pk/ . The Bid Security, in original, shall be submitted on or before the Bid Submission Deadline, i.e., 20 th June, 2025, on or before 12:00 hours at the address provided under the Bid Data Sheet. Physical Bids, except Bid Security, submission is not permitted in any case whatsoever.
Opening of Technical Proposals	
ITC 16	For Bid Opening, the Procuring Agency's address is: Address Office of PPP Node, 5th Floor, PNSC building, M.T. Khan Road, Lalazar, Karachi. Date 20 th June, 2025. @ 13:00 Hours
ITC 16	Public Opening of Technical Proposals: Representatives of the Procuring Agency will initiate the Bids opening procedure by downloading the PDF files entitled ' TECHNICAL PROPOSAL '. The Letter of Bid-Technical Proposal will subsequently be examined. The second PDF file entitled ' FINANCIAL PROPOSAL ' and the ' Bid Security ' envelope will remain untouched until the date and time for the public opening of Financial Proposals, which will be announced upon completion of the Technical Proposals evaluation.
Evaluation of Bids – General Provisions	
ITC 17.1 ITC 18 ITC 19 ITC 20	Non-Conformities, Errors, and Omissions: The adjustments for non-conformities, errors, or omissions shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from other substantially responsive Bids, the Procuring Agency shall use its best estimate.
Opening of Financial Proposals	
ITC 17.1 ITC 18 ITC 19 ITC 20	Public Opening of Financial Proposals: Following the completion of the evaluation of the Technical Proposals, the Procuring Agency will notify the eligible and technically qualified Bidders of the location, date and time of the public opening of the Financial Proposals.
Evaluation of Bids – Financial Proposals	
ITC 17.1 ITC 18 ITC 19 ITC 20	Evaluation of Financial Proposals: Bids will be evaluated on a complete package basis, including all the items listed thereunder the Services required. If a Price Schedule lists items without prices, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so adjustment will be used for price comparison.
ITC 1.1	Other Considerable Factors: The adjustments shall be determined using the following criteria, from amongst those set out in Section III (<i>EVALUATION AND QUALIFICATION CRITERIA</i>): (a) Deviation in Delivery Schedule: Not applicable (b) Deviation in Payment Schedule: Not applicable (c) Cost of Replacement Component, Spare Parts, service: Not applicable.

	<p>(d) Availability of Spare Parts and After-Sales Services: No</p> <p>(e) Life Cycle Costs: No</p> <p>(f) Performance and Productivity of the Equipment Offered: No</p>						
ITC 1.1	<p>Currency for Comparison of Financial Proposals: The currency used for Bid evaluation and comparison shall be Pakistani Rupees (PKR). The Bid Prices, if expressed in foreign currencies, will be converted to Pakistani Rupees using the selling exchange rate notified by the State Bank of Pakistan seven (7) working days prior to the Bid Submission Deadline.</p>						
ITC 1.1	<p>Margin of Preference: A margin of domestic preference shall not apply.</p>						
ITC 1.1	<p>Bidding Procedure: Single Stage Two Envelope in terms of Rule 46(2) read with Rule 75(2) using the Quality and Cost Based Selection Method as prescribed under Rule-72(3) of the SPP Rules.</p> <p>Quality and Cost Based Selection Method</p> <p>Weightage:</p> <p>Technical Proposal: 90%</p> <p>Financial Proposal: 10%</p>						
ITC 1.1	<p>Any information, if deemed mandatory to extend the Bids' submission/ opening and/ or amend the RFP Document after its issuance and before the submission deadline, shall be circulated through advertising a notice(s) in newspapers and posting on the SPPRA and Procuring Agency websites.</p>						
ITC 13	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) containing all the information, including: description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, CVs of the proposed Key Professional Staff, consultant's</p>						
ITC 1.1	<p>Training is a specific component of this Assignment: No</p>						
ITC 1.1	<p>Amounts payable by the Procuring Agency to the Consultant under the Contract are subject to the local taxation, stamp duty and service charges, as applicable at the time of bids' submission. The Consultant shall incorporate all the applicable taxes, subject to exemption, in the Bid Price otherwise the Procuring Agency shall presume these taxes as the Bid part.</p>						
ITC 1.1 ITC 2.1 ITC 5.1 ITC 6.1 ITC 7.1 ITC 10.1 ITC 10.2 ITC 11.1 ITC 12.1 ITC 16.	<p>Eligibility Criteria: The Bidder (individual firm or Consortium as the case may be) must qualify the following requirements for further assessment (technical evaluation and marking):</p> <ul style="list-style-type: none"> • Nationality: Bidder (in case of Consortium, Lead Member) must have been incorporated or set up in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association as applicable under the law); • Registration: Bidder (in case of a consortium, each member where applicable) must have valid registration with: <table border="1"> <tr> <td>Legal</td><td>Relevant Authority/ Body</td></tr> <tr> <td>Technical</td><td>Relevant Authority/ Body</td></tr> <tr> <td>Financial</td><td>Relevant Authority/ body</td></tr> </table> • Tax Registration: Bidder (in case of Consortium, each member as applicable) must have valid registration with (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board or relevant tax authority; 	Legal	Relevant Authority/ Body	Technical	Relevant Authority/ Body	Financial	Relevant Authority/ body
Legal	Relevant Authority/ Body						
Technical	Relevant Authority/ Body						
Financial	Relevant Authority/ body						

- **Active Tax-Payer:** Bidder (in case of Consortium, each member as applicable) must be on Active Taxpayer List of FBR on Bid Submission Deadline;
- **Power of Attorney:** and Consortium Agreement: Bidder (in case of Consortium, each member) must submit a power of attorney, as required by the RFP Document, for the authorized person nominated to sign the documents. In addition, Bidder (in case of Consortium only) must submit the Consortium Agreement along with Bid submitted to the Procuring Agency;
- **Financial Turnover:** Bidder must have an average annual financial turnover of at least **PKR 100 million** during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable. However, in the case of a Consortium, the Lead Member alone must have an average annual financial turnover of at least **PKR 50 million**, and other members collectively must have an average annual financial turnover of at least **PKR 50 million** during the last three years.
- **Experience:** Bidder (in case of Consortium, the **technical** member) must have at-least one (01) ongoing or completed impact assessment of education reform implemented by either the public/ private or donor organization, and also demonstrate at-least one (01) completed assignments in each of the following components: (i) school improvement programs, (ii) curriculum development programs, (iii) teaching improvement programs and, (iv) policy development programs in the last fifteen (15) years; (In case of **financial** member) must have experience in preparing, project structuring and financial modelling for at least two (2) PPP projects in the last ten (10) years; (In case of **legal** member) must have experience in preparing bidding package for (including bidding documents and agreement, etc.), for at least two (2) PPP projects in the last ten (10) years.
- **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must have and propose all the eligible Key Professional Staff as listed under Technical Evaluation Criteria, and each Consortium member firm must place at least one (1), and Lead Member firm should place at least two (2) Key Professional Staff;
- **Government Owned Organization:** Bidder (in case of Consortium, each member as applicable) must be: (i) legally and financially autonomous; and (ii) operates under commercial law;
- **Conflict of Interest:** Bidder (in case of Consortium, each member) must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the RFP Document issued with respect to this Assignment. To avoid potential conflict of interest, the existing EMO partner organizations, Independent Expert organizations and Independent Auditor Organizations including their subsidiaries, associates and sister concerns are not allowed to participate in the assignment;
- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication (if any);
- **Non-blacklisting/ Non-debarment:** Bidder (in case of Consortium, each member) must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering.

Technical Evaluation Criteria: Refer to the RFP pages # 34 to 39

	<p>The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:</p> <ul style="list-style-type: none"> i. Foreign entities, if participating in the Bidding Process as Consortium members, other than the Lead Member, must provide relevant documents of registration and other evidence, as applicable with respect to the criteria, from their respective regulatory and/ or registration bodies of home country; ii. Sub-Consultant's credentials & experience is not eligible for scoring. Furthermore, the global experience of parent company or associated firms abroad is also not eligible for scoring, until and unless foreign company has itself participated as a Consortium member; iii. The Procuring Agency shall consider the Bidder's experience to the extent of the contracts as directly awarded in its own or Bidder's title (but not their staff or any parent or subsidiary company). Secondly, the claimed experience or contracts awarded (respective milestones) must be satisfactory completed as endorsed or verified, if deemed mandatory, by the awarding agency; iv. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during technical or financial evaluation, as the case may be; <p>If a Consultant is notified as a qualified and awarded the procurement contract on the basis of experience of a foreign company, then requisite Professional Staff from that foreign company must be present during the contract negotiation, if any held, and fielded along with other Consortium members during the targeted milestones.</p>
<p>ITC 1.1 ITC 2.1 ITC 5.1 ITC 6.1 ITC 7.1 ITC 10.1 ITC 10.2 ITC 11.1 ITC 12.1 ITC 16.</p>	<p>Eligibility Criteria (Mandatory Documents): Bidder (individual firm or Consortium) must enclose, along with the Technical Proposal, copies of the following documents including but not limited to (refer to the Eligibility and Technical Evaluation Criteria for further details):</p> <ul style="list-style-type: none"> i. Documents checklist duly filled (update if any modification required), signed, stamped by Bidder's authorized representative (Appendix – E); ii. Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents of registration of legal entity (including NTN and SRB as applicable); iii. Company profile describing nature of business and field of experience; iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of Bid Data Sheet (in case of Consortium only); v. Power of Attorney (Appendix – C); vi. Integrity Pact (Appendix – A); vii. Audit reports containing balance sheets, income statements and cash flow statements of last two (2) years duly issued and verified by a certified chartered accountant firm; viii. Income tax returns filed for last three (03) years; ix. Bid security financial instrument as specified in this RFP Document; x. Qualification record indicating contracts scope and references proving completion of requisite number of contract(s) as applicable in experience required;

	<p>xi. Contract agreements, completion certificates or any other substantial evidence relating to it suffice to prove the completion of claimed milestones;</p> <p>xii. CVs of the Key Professional Staff dedicated for this Assignment;</p> <p>xiii. Historical contracts non-performing details, if any, with reasons leading to non-performance;</p> <p>xiv. Litigation history with pending cases and nature of such litigations;</p> <p>xv. An affidavit that Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization (Appendix-B);</p> <p>xvi. Any other document, including Bid Forms as applicable and referred in The ITC, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.</p> <p>The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:</p> <p>Any foreign entity(ies) participating in Bidding Process as Consortium members, other than Lead Member, must submit relevant documents issued by their respective authorities/ jurisdiction and attested by the Pakistani Consulate/ Pakistan High Commission of such jurisdiction;</p> <p>i. In case, Bidder has proposed a Professional Staff from a public sector organization, then a 'No Objection Certificate' issued from such organization shall be enclosed with the CV of the proposed individual;</p> <p>ii. Bidder (individual firm or Consortium) must provide valid documents against each criteria/ sub-criterion as required for qualifying eligibility and technical evaluation criteria. The Proposal received with the incomplete document(s) or without concrete evidence(s) can be marked as disqualified or assigned zero marks as the case may be;</p> <p>iii. The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during the bidding process, to ensure the reliability of information and capability of Bidder. Bidder's non-submission of the required document(s) or information on time may result in disqualification or non-scoring of a particular credential, as the case may be.</p> <p>iv. The Procuring Agency shall not consider any revised document relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Bid during the Bids evaluation stage for its qualification and assigning the marks. In other words, only those projects and staff, etc., will be considered that were part or proposed along with the original submitted Bid.</p>
ITC 10.2	Proposals scoring weightage: Technical 90% and Financial 10%
ITC 10.3	Expected date and address for contract negotiation is 18 th September 2025 at the Committee Room, PNSC Building, 5th Floor, Lalazar, Karachi.
ITC 10.4	The Procuring Agency shall award the procurement Contract to a Consultant qualifying the eligibility or preliminary evaluation criteria and attaining the highest combined technical and financial score using Quality & Cost Based Selection (QCBS) method – Most Advantageous Bid.
ITC 10.5	Successful Consultant, whose bid found and declared by the Procuring Agency as the Most Advantageous Bid, upon receiving the Letter of Award shall require to furnish the performance security equivalent to 5% of the contract amount in the shape of Bank Guarantee, valid for a period of twenty-eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of 'Secretary School Education and Literacy Department.

ITC 10.6	Expected date for commencement of services is: 25 th September 2025 or immediately after signing of the Contract by both the parties.
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Technical Evaluation Criteria (ITC 18.1)			Max Points
Sr.	Sub-Criteria and Points		
1.	Firm's experience (Max. Points = 72) Note: <i>i. Points will be assigned only once for the same project or same milestone completed by more than one Consortium member firms. Furthermore, if a milestone completed or achieved through a Consortium member firm (for instance: legal or financial firm), the points will be assigned to that Consortium member firm only, subject to that firm's participation as a Consortium member under instant procurement;</i> <i>ii. Project(s) containing various milestones of a similar or varied nature will be considered separately for awarding the points;</i> <i>iii. Bidders' experience will be considered for projects completed under public or private sector organizations, unless expressly specified otherwise;</i> <i>iv. Bidders' experience to the extent of PPP Projects (as at 1.2.4 & 1.2.5) will only be considered for public sector clients;</i> <i>v. Scores will be awarded to a Bidder based on milestones achieved for a project</i> <i>vi. For completion of the projects/ assignments other than the PKR,</i>	1.1 General Experience (Maximum Points = 12)	
		1.1.1 Bidder's (in case of a Consortium, technical member) must have at least one (01) ongoing and one (01) completed impact assessment of education reform, and at least one (01) completed assignments in each of the following: (i) school improvement programs, (ii) curriculum development programs, (iii) teaching improvement programs and (iv) policy development programs in the last fifteen (15) years with each assignment minimum value of PKR 10 Million for local projects and USD 20,000 for internationally funded projects [1 point for each project].	06
		1.1.2 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package for (including bidding documents and agreement, etc.), for at least three (3) PPP projects in the last ten (10) years. [1 point for each project].	03
		1.1.3 Bidder's (in case of a Consortium, financial member) experience in developing financial model and/ or project structuring for at least three (3) PPP project in the last ten (10) years. [1 point for each project].	03
		1.1 Relevant Experience (Maximum Points = 60)	
		1.2.1 Bidder's (in case of a Consortium, technical member) must demonstrate verifiable experience of having independently completed or ongoing assignment/ research/ study/ service delivery for Impact Assessment of education reform with PPP's as one of its modalities for one project and one in traditional school environment with a minimum value of PKR 10 million or USD 20,000/-. [7.5 points for each project [total points 15]] in the last 10 years; Bidder's (in case of a Consortium, technical member) the technical member must demonstrate one (01) completed assignments in each of the following (i) school improvement programs, (ii) teaching improvement programs, (iii) education policy development program, and (iv) curriculum development programs with a minimum value of PKR 10 million or USD 20,000 in the last 15 years. [3.75 points for each project [total points 15]];	15 15
1.2.2 Bidder's (in case of a Consortium, legal member) demonstrates experience in at least 2 projects under PPPs preparing bidding documents (including RFQ/ RFP, draft concession	15		

	<p>historical exchange rate prevailing on completion of respective milestone will be used to convert foreign currency to PKR, as notified by the State Bank of Pakistan;</p> <p>vii. Bidders shall submit probable evidence with sufficient information, as available or accessible, against the consulting services provided for the claimed projects; and</p> <p>viii. Bidders shall attach supporting documents/ evidences of experience and clearly indicate such reference within the Checklist submitted along with the Technical Proposal.</p>	<p>agreement, and ancillary documents etc.) in education sector and 1 project in PPP in any other sector completed during the last ten (10) years [5 points for each project].</p>																														
		<p>1.2.3 Bidder's (in case of a Consortium, financial member) demonstrates experience in transaction advisory and for preparing at least 3 projects financial model, risk matrix and project structuring for PPP projects under the PPP modality, completed during the last ten (10) years [5 points for each project].</p>	<p>15</p>																													
Total Points (General and Relevant Experience)			<p>72</p>																													
<p>2. Key Professional Staff (Max Points = 8)</p> <p>Note: The proposed staff (Financial, Technical, and Legal) must qualify (eligibility) the following requirements for attaining the points as mentioned under this section (refer to the table showing weightage points allocated to the each staff based on qualification and relevant experience):</p> <p>i. S/he must not be more than 65 years of age, as on the date of bids submission deadline; and</p> <p>ii. S/he must have valid registration with the professional bodies i.e. PEC, ICAP, and PCATP and/ or as applicable under the relevant laws or general by-laws of the respective country (the proposed staff</p>	<p>2.1 Financial Team:</p> <table><tr><td>i.</td><td>Financial Team Leader</td><td>6.0 points</td></tr><tr><td>ii.</td><td>PPP Specialist</td><td>4.0 points</td></tr></table> <p>2.2 Technical Team (Education Research Team):</p> <table><tr><td>i.</td><td>Senior Researcher/Team Leader</td><td>6.0 points</td></tr><tr><td>ii.</td><td>Education Specialist</td><td>4.0 points</td></tr><tr><td>iii.</td><td>Data Analyst</td><td>1.0 points</td></tr><tr><td>iv.</td><td>M&E Specialist</td><td>1.0 points</td></tr><tr><td>v.</td><td>Economist</td><td>2.0 points</td></tr><tr><td>vi.</td><td>School Infrastructure Technical Assessment Engineer</td><td>2.0 Points</td></tr></table> <p>2.3 Legal Team:</p> <table><tr><td>i.</td><td>Legal Team Leader</td><td>5.0 points</td></tr><tr><td>ii.</td><td>Procurement Specialist</td><td>3.0 points</td></tr></table>	i.	Financial Team Leader	6.0 points	ii.	PPP Specialist	4.0 points	i.	Senior Researcher/Team Leader	6.0 points	ii.	Education Specialist	4.0 points	iii.	Data Analyst	1.0 points	iv.	M&E Specialist	1.0 points	v.	Economist	2.0 points	vi.	School Infrastructure Technical Assessment Engineer	2.0 Points	i.	Legal Team Leader	5.0 points	ii.	Procurement Specialist	3.0 points	<p>2</p> <p>4</p> <p>2</p>
i.	Financial Team Leader	6.0 points																														
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i.	Senior Researcher/Team Leader	6.0 points																														
ii.	Education Specialist	4.0 points																														
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iv.	M&E Specialist	1.0 points																														
v.	Economist	2.0 points																														
vi.	School Infrastructure Technical Assessment Engineer	2.0 Points																														
i.	Legal Team Leader	5.0 points																														
ii.	Procurement Specialist	3.0 points																														

	<p>registration number with respective regulatory bodies, where applicable, be mentioned in the CV);</p> <p>iii. S/he must attain the minimum points or meet the minimum qualification criteria mentioned in the score table.</p>											
Total Points (Key Professional Staff) (Max. Marks 20)			10									
3.	Financial Capability (Max. Marks = 10) <i>Note: Bidder (in case of Consortium, each member) to submit audited financial statements of last three years. However, In case of a Consortium, financial capability of the Consortium members collectively will be considered.</i>	3.1 Average annual turn-over of last three (3) years <table><tr><td>i.</td><td>≥ PKR 1001 million</td><td>6.0 points</td></tr><tr><td>ii.</td><td>≤ PKR 1000 million and ≥ PKR 501 million</td><td>4.0 points</td></tr><tr><td>iii.</td><td>≤ PKR 500 million and ≥ PKR 100 million</td><td>2.0 points</td></tr></table>	i.	≥ PKR 1001 million	6.0 points	ii.	≤ PKR 1000 million and ≥ PKR 501 million	4.0 points	iii.	≤ PKR 500 million and ≥ PKR 100 million	2.0 points	10
i.	≥ PKR 1001 million	6.0 points										
ii.	≤ PKR 1000 million and ≥ PKR 501 million	4.0 points										
iii.	≤ PKR 500 million and ≥ PKR 100 million	2.0 points										
4.	Technical Proposal (Max. marks =10) <i>Note: Bidder (in case of Consortium) to submit Technical Proposal for evaluation of EMO reform.</i>	4.1 Understanding of the Assignment	4									
		4.2 Proposed Methodology with Work Plan containing pragmatic approaches towards achieving the Assignment’s desired objectives and targeted milestones set in TOR within the stipulated timeline.	6									
Total Points (Financial Capability plus Understanding of the Assignment and Proposed Methodology)			20									
Grand Total Points (Technical Evaluation Criteria)			100									
Qualifying Points			75									

Note: Bidder (individual firm or Consortium) **must attain at least 75 points** to qualify for the opening of its Financial Proposal.

Key Professional Staff (Points Weightage Assigned to Each Individual based on Qualification and Experience)					
Sr.	Key Professional Staff	Maximum Weightage (Qualification 25% and Relevant Experience 75%)			
1.	Financial Team	Qualification	Weight	Relevant Experience	Weight
1.1	Financial Team Leader	CA/ CFA/ ICMA/ ACCA/ MBA- Finance	25%	≥ 10 years’ experience of infrastructure and or social sector PPP transaction advisory services	75%
		Bachelors in Finance/ Accounting/ Business Administration	15%	≥ 07 years and < 10 years	60%
				≥ 05 years and < 07 years	40%
1.2	PPP Specialist	CA/CFA/ICMA/ACCA/MBA	25%	≥ 06 years’ experience of PPP project management or developing financial models/ financial structuring for PPP social sector projects	75%
		Bachelors in Finance/ Accounting/ Business Administration	15%	≥ 04 years and < 06 years	60%
				≥ 03 years and < 04 years	40%
2.	Technical Team				
2.1	Education Team Lead	PHD in Education	25%	≥ 10 years’ experience in Educational Leadership and Management/ Education Policy or Teacher Education	75%
		M.Phil./ MS in Education	15%	≥ 10 years and < 15	60%
				≥ 6 years and < 10 years	40%
2.2	Education Specialist (Research)	M.Phil./ MS in Education	25%	≥ 10 years’ experience of education policy / management and leadership / Education sector PPPs project management with research publications in relevant areas.	75%
		MA Education/ B.Ed/ Relevant Similar	15%	≥ 7 years and < 10	60%
				≥ 5 years and < 7 years	40%
2.6	School Infrastructure Technical Assessment Engineer	Masters in Civil, Electrical, or Mechanical Engineers (inspection)	25%	≥ 05 years’ experience of engineering-based evaluation of a school's infrastructure, covering structural and utility assessments. of monitoring & evaluation	75%
3	Legal Team				
3.1	Legal Team Leader	LLM/ Bar at Law	25%	≥ 10 years’ experience of legal advisory on PPP Projects specializing in social and/or infrastructure development	75%
		LLB	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%

3.2	Procurement Specialist	LLM/ Bar at Law	25%	≥ 06 years' experience of drafting procurement documents e.g. EOIs, RFQ, RFP, Concessions for PPP Projects	75%
		LLB	15%	≥ 04 years and < 06 years	60%
				≥ 03 years and < 04 years	40%

Section III – Technical Proposal**Table of Contents**

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

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	
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Form TECH-4.	Description of Approach, Methodology, and Work Plan for Performing the Assignment.....	46
Form TECH-5.	Team Composition and Task Assignments.....	47
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	48
Form TECH-7.	Staffing Schedule.....	49
Form TECH-8.	Work Schedule.....	50

Form Tech-1. Technical Proposal Submission Form*[Location, Date]*

To: *[ppp node, se&ldName and address of the Procuring Agency]*

Dear Sirs:

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

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

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

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

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

We remain,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-2. Consultant's Organization and Experience

A. Consultant's Organization

*[Provide here a brief (**preferably not more than five pages**) description of the background and organization of your firm/ entity and each associate for this Assignment.]*

B. Consultant's Experience

[Using the format below, provide information on each Assignment for which your firm, and each associate for this Assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use 50 pages.]

Assignment name:	Approximate value of contract (PKR):
Country: Location within country:	Duration of Assignment (months):
Name of procuring agency or purchaser:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
Start date (month/ year): Completion date (month/ year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

Description of actual services provided by your staff within the assignment:

Firm's Name:

**Form Tech-3. Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Procuring Agency**

A. On the Terms of Reference

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment (**such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities**). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

B. On Counterpart Staff and Facilities

[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form Tech-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following three chapters:]

- a. Technical Approach and Methodology,
- b. Work Plan, and
- c. Organization and Staffing.

a) Technical Approach and Methodology. *In this chapter, the Bidder should explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) Organization and Staffing. *In this chapter, the Bidder should propose the structure and composition of team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]*

Form Tech-5. Team Composition and Task Assignments

[illegible]

Form Tech-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *(only one candidate shall be nominated for each position):* _____
2. **Name of Firm** *(insert name of firm proposing the staff):* _____
3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____
6. **Membership of Professional Associations:** _____
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____
8. **Countries of Work Experience** *[List countries where staff has worked in the last ten years]:* _____
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:*
From [Year]: _____ To [Year]: _____
Employer: _____ Positions held: _____
11. **Detailed Tasks Assigned** *[List all tasks to be performed under this Assignment]:*
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.]:*
Name of Assignment or project: _____ Year: _____
Location: _____ PA: _____
Main project features: _____ Positions held: _____
Activities performed: _____

13. Certificate

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/ Year

Full name of authorized representative: _____

Form Tech-7. Staffing Schedule³

No	Name of Staff	Staff Input (in the form of bar chart) ⁴													Total Staff-Month Input			
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field ⁵	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Subtotal					
Local																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Subtotal					
													Total					

³ For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).⁴ For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.⁵ Field work means work carried out at a place other than the Consultant's home office.

Full time input Part time input

Form Tech-8. Work Schedule

No	Activity ⁶	Months ⁷												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

⁶ Indicate all main activities of the Assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased Assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

⁷ Duration of activities shall be indicated in the form of a bar chart.

Section IV – Financial Proposal**Standard Forms**

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

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 3 of the Letter of Invitation.]

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

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Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....	59

Form FIN-1. Financial Proposal Submission Form*[Location, Date]*To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures⁸]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below⁹:

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

⁸ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

⁹ If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs¹⁰

Item No.	Description of Services	Costs (in PKR)
1.	Phase I – Feasibility Study for Impact Assessment & Transaction Preparation <ul style="list-style-type: none"> • Inception Report (detailing methodology, sampling plan, tools, and work plan). • Draft Impact Assessment Report • Presentation of findings in Stakeholders Validation Workshop • Final Report with Executive Summary, Detailed Findings, and Recommendations to the PPP Policy Board 	
2.	Phase II: Transaction Implementation & Bid Management (RFP-1) <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
3.	Phase III: Transaction Negotiation & Contract Signing (RFP-1) <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession Agreement • Commencement Date notification 	
4.	Phase IV: Transaction Implementation & Bid Management (RFP-2) <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
5.	Phase V: Transaction Negotiation & Contract Signing (RFP-2) <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession Agreement • Commencement Date notification 	
6.	Phase VI: Transaction Implementation & Bid Management (RFP-3) <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
7.	Phase VII: Transaction Negotiation & Contract Signing (RFP-3) <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession Agreement • Commencement Date notification 	
8.	Phase VIII: Transaction Implementation & Bid Management (RFP-4) <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
9.	Phase IX: Transaction Negotiation & Contract Signing (RFP-4) <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession Agreement • Commencement Date notification 	
Total Cost of Financial Proposal (inclusive of all the taxes)¹¹		

¹⁰ The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

¹¹ Total cost must be inclusive of all applicable taxes as payable by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

Form FIN-3. Breakdown of Costs by Activity¹²

Group of Activities: ¹³	Description: ¹⁴			
Cost Component	Costs ¹⁵			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ¹⁶				
Reimbursable Expenses				
Subtotals				

¹² Form FIN-3, if applicable, shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

¹³ Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹⁴ Short description of the activities whose cost breakdown is provided in this Form.

¹⁵ Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

¹⁶ For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant total costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4. Breakdown of Remuneration¹⁷

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____							
Name ¹⁸	Position ¹⁹	Staff-month Rate ²⁰	Input ²¹ (Staff-months)	[Indicate Foreign Currency # 1] ²²	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
Total Costs							

¹⁷ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

¹⁸ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

¹⁹ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

²⁰ Indicate separately staff-month rate and currency for home and field work.

²¹ Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

²² Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA].

[illegible]

²⁶ Indicate separately staff-month rate and currency for home and field work.

Form FIN-5. Breakdown of Reimbursable Expenses²⁷

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____								
No	Description ²⁸	Unit	Unit Cost ²⁹	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³¹	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ³²							
Total Costs								

²⁷ Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

²⁸ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

²⁹ Indicate unit cost and currency.

³⁰ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

³¹ Indicate route of each flight, and if the trip is one- or two-ways.

³² Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Form FIN-5. Breakdown of Expenses

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]

No	Description ³³	Unit	Unit Cost ³⁴
	Per diem allowances	Day	
	International flights ³⁵	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ³⁶		

³³ Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

³⁴ Indicate unit cost and currency.

³⁵ Indicate route of each flight, and if the trip is one- or two-ways.

³⁶ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for Assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- i. **Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.
 - ii. **Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.
 - iii. **Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{37} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

- iv. **Overheads:** Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses,

³⁷ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

- v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.
- vi. **Away from Headquarters Allowance or Premium:** Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.
- vii. **Subsistence Allowances:** Subsistence allowances are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.
- viii. **Standard rates for the particular country may be used as reference to determine subsistence allowances.**

2. Reimbursable Expenses

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

3. Procuring Agency Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consult's Representation Regarding Costs and Charges

We hereby confirm that:

- a. the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- b. attached are true copies of the latest salary slips of the staff members listed;
- c. the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this Assignment to the staff members listed;
- d. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representation Regarding Costs and Charges

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/ Day/ Year	Social Charges ³⁸	Overhead	Subtotal	Fee ³⁹	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

³⁸ Expressed as percentage of 1

³⁹ Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	School Education & Literacy Department, Government of Sindh
Assignment Title	Feasibility Study, Impact assessment and Transaction Advisory Services of Education Management Reform Project under PPP mode
Assignment Description	<p>Under this Assignment, the Consultant shall be required to undertake the activities in three dependent and sequential phases, which include: i. Impact Assessment & Transaction Preparation ii. Transaction Implementation & Bid Management iii. Transaction Negotiation & Contract Signing for (RFP-1, 2, 3 & 4), subject to the approval of Competent Authority i.e. the PPP Policy Board, at each phase.</p> <p>The initial phase shall require the Consultant to evaluate the impact of EMO Reform on access, governance and quality of education for the RFP# 1, 2, 3, & 4 (expiring) EMO contracts, comparison with non-EMO managed government schools, evaluate the performance/capacity of key stakeholders including PPP Node, IE, IA and district administration along with recommendations. Subsequently, upon satisfactory completion of the first phase, the Consultant will require to develop the project on the basis of findings of Impact Assessment Study, a marketing strategy to sensitize potential operators' participation under the bidding process for each procurement round (RFP) separately, assist the Procuring Agency while undertaking the procurements, including biddings, transaction negotiations, and then contract signing as further detailed in the TOR's Assignment Scope.</p>
PPP Contract Duration	Four (04) years (subject to contract signing for RFP#1,2,3 &4).
Contract Type	Lump-sum or fixed.
Procurement Framework	Sindh Public Procurement Act, 2009, including Rules, Regulations, Orders or Instructions as framed thereunder from time to time.
Market Approach	National competitive bidding.
Selection Method	<p>Quality cost-based selection Quality and Cost Based Selection Method:</p> <p>Weightage: Technical Proposal: 90% Financial Proposal: 10%</p>
Commencement Date (Expected)	25 th September, 2025 or immediately after signing the Contract.

1. PROJECT BACKGROUND

The Government of Sindh, School Education and Literacy Department, initiated Education Management Organization (EMO) reform through Public-Private Partnership (PPP) projects in the education sector in 2016. So far, seven cycles of the procurement have been launched to outsource the operation and management of 200+ schools.

The Education Management Organization (EMO) reform was introduced as a key initiative to improve the access, quality and governance of public schools. Under this model, schools are managed by private sector entities through competitively awarded contracts in accordance with SPPRA (Sindh Public Procurement Regulatory Authority) rules.

The EMO reform aims to bring innovation, improved service delivery, and better learning outcomes through effective public-private collaboration. To assess the effectiveness and future direction of this reform, an impact assessment study is being commissioned.

RFP#	District	No of Schools (Construction+ Group)	Concession Expiry
1	Khairpur & Sukkur	4	Feb-26
2	Khairpur & Sukkur	5	Feb-27
3	Khairpur & Sukkur	14	Feb-28
4	Sukkur, Larkana, Qamber-Shadadkot & Dadu	20+25 45	Apr-29
5	Qambar-Shahdadkot, Larkana, Dadu & Karachi	25+46 71	Jan-31
6	Kashmore & Jacobabad, Karachi and Qamber-Shahdadkot	13+19 32	Sep-31
7	Karachi Keamari & Karachi South, Dadu & Qamber-Shahdadkot Kashmore and Jacobabad	25+15 40	Jan-34
Total		211	
		(106 + 105)	

2. PROJECTS CONCEPTUALIZATION AND OBJECTIVES

The proposed Project has been conceived by the SE&LD, GoS (the ‘**Procuring Agency**’), in line with its strategic objectives to provide quality education to all.

Initially, the Procuring Agency, through the PPP Unit of the Finance Department, submitted the Project proposal before the PPP Policy Board, which unanimously accorded approval to access the project development facility funding for engaging independent consultancy firm to conduct the assignment as provided under Section 5 of the Sindh PPP Act, 2010.

In this regard, the Procuring Agency now invites the sealed proposals from the Eligible Bidders or Consultants (individual firms or Consortia, as the case may be) to conduct the impact assessment of EMO reforms and to provide the transaction advisory services for the expiring PPP contracts from RFP-1 to RFP-4 under public-private partnership mode (the

‘Assignment’) in accordance with the Sindh Public Procurement Rules, 2010 (the **‘SPP Rules’**).

The Project Objectives are as under:

- Evaluate the overall success and impact of the EMO reform in improving school governance, quality of education, student performance, and service delivery.
- Conduct a comparative analysis between EMO-managed schools and traditionally managed public schools.
- Assess the cost-effectiveness of EMO contracts in comparison to the traditional governance model.
- Identify key implementation challenges and bottlenecks faced during the reform.
- Collect and analyze stakeholder perceptions, including those of government officials, EMOs, school staff, students, and parents.
- Provide strategic recommendations on whether the reform should be continued, modified, or discontinued, along with actionable suggestions for improvement and sustainability of the reform, and or to provide a sustainable exit strategy.
- Development of transaction advisory documents for future projects under EMO Reform.
- Whether to continue group of school model for EMO reform.

3. ASSIGNMENT SCOPE

The Consultant shall be required to conduct the Assignment in three dependent and sequential phases. However, the Government reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve the Government’s objectives or other conditions as stipulated in the Contract.

3.1. Phase I – Impact Assessment & Transaction Preparation: This phase is structured into two sub-phases. The specific objective of this phase is to evaluate the EMO Reform effects on education accessibility, including student enrollment, attendance, transition rates, equity - Girls Parity Index (GPI) improvement and educational opportunities, assess the PPP – EMO model on students’ academic performance (both curricular & extra/co- curricular activities) and their learning outcomes, assess the teachers’ pedagogical abilities, development and delivery of lesson plans (both government & private teaching staff), evaluate the improvement/ changes (if any) in school management/governance, management practices and operational efficacy, assess the capacity of key management staff appointed by the EMOs, identification and comparison of key performance indicators of successful non-EMO managed government schools with EMO-managed schools, examine the financial sustainability and cost effectiveness of the PPP model, identify the challenges and lesson learned during the implementation of the project, provide insights into the sustainability of the reform (post-withdrawal of private party support), provide recommendations for policy improvement and scalability, evaluate existing monitoring mechanism and capacity of key stakeholders and recommendations for improvement in monitoring framework for future PPP initiatives in education, evaluate whether and how KPIs are effective and helpful in achieving the goals and objectives of the project.

Consultants shall collect relevant data from concerned EMOs, IEs, IAs, district administration, PPP Node, SE&LD and other relevant offices/stakeholders. Based on the acquired data, the Consultant shall evaluate the impact of EMO reform and compare the results with non – EMO managed public sector schools. The consultants shall also provide its recommendation for developing the expiring EMO projects. The reports, submitted from time to time, shall also fully capture all the information as necessary or available with the Procuring Agency in the form of

previous studies/ reports (such as pre-feasibility and other studies or reports concerning the Projects completed so far).

Based on the findings of the Impact Assessment, the consultant shall submit a revised project structure along with estimated cost calculations which will be presented to the PPP Policy Board.

The Impact assessment and transaction preparation shall include but not limited to the following components:

3.1.1 Inception Report: The Consultant under this stage would be required to provide work breakdown structure, schedules with timelines along with key milestones & methodology, team details, logistics plans, requirements from the Procuring Agency, EMOS and anticipated issues pertaining to the initiation of work for the Project. The inception report shall also specify the sample criteria and sample schools which will be covered for the impact assessment, plan for conducting physical visits of the schools by the proposed Key Professional Staff along with the Procuring Agency's representatives.

3.1.2 Framework Report
Institutional and regulatory framework analysis.

3.1.3 Impact Assessment Study and Transaction Preparation: This shall require the Consultant to conduct the following activities:

A. Data Collection and Review:

Collect & Analyze student enrollment, attendance, retention ratios, student transition from primary to secondary till matric, transition rates, equity - Girls Parity Index (GPI) improvement student-teacher ratios, assessment results including formative & summative assessment, IE's sample-based assessment and board results, other performance indicators.

- a. Review (on sampling basis) IE and IA monitoring reports and analyze their effectiveness in terms of Concession Agreement and their tri-partite agreements requirements
- b. Review the overall performance of EMOs in compliance with Concession Agreement, their Technical and Financial Proposals and guidelines/policies/SOPs issued by the Authority.
- c. In-depth assessment of financial and project structure including recommendation for future contracts.
- d. Field visits of sample-based EMO managed schools, Sindh Education Foundation (SEF) managed schools and other government schools for the purpose of data collection, analysis and comparison.
- e. Review of EMO policies, contracts, performance reports, and monitoring data.
- f. Analysis of financial disbursements, SPPRA compliance, and contract design.
- g. Review of Procurement models of different RFPs.
- h. Selection of all EMO managed schools of RFP #1,2,3 and sampling of RFP#4 EMO schools district and EMO wise.
- i. Including but not limited to selection of comparable traditionally managed schools for benchmarking (best performing by government managed schools).

- j. Surveys and interviews, EMO representative, Education department officials, Schools heads, teachers, and non-teaching staff (EMO and Government both), students, parents, relevant stakeholders and community representatives.
- k. Quantitative analysis of student outcomes, enrolment, attendance, teacher performance, Girls Parity Index, infrastructure and assets.
- l. Qualitative analysis of class room learning environment, continuous professional development (CPD) framework, governance, stakeholder feedback, assessment regime, operational and management processes.

B. Assessment of PPP model:

- a. Institutional and regulatory framework analysis.
- b. Evaluation of performance accountability, monitoring, and risk-sharing mechanisms.
- c. Evaluation of Independent Expert and Independent Auditor role.
- d. Evaluation of Financial Disbursement model.
- e. Effectiveness of Key Progress Indicators (KPIs) framework and mechanism.
- f. Effectiveness of cost per child and economic analysis.

C. Stakeholder consultations:

- a. Engage with key stakeholders, including SE&LD, PPP Node, EMOs, Independent Experts, Auditors, school management, district administration, M&E Wing, SMCs, teachers, students, and parents.
- b. Analyze the role and performance of key stakeholders including SE&LD, PPP Node, IE, IA, SMCs, district administration and any other key stakeholder.
- c. Evaluate existing monitoring mechanism and capacity of key stakeholders including, but not limited to:
 - Independent Expert (IE),
 - Independent Auditor (IA),
 - PPP Node,
 - District Administration

D. Comprehensive evaluation of school performance under RFP 1 to 4: key metrics and comparative analysis:

- a. Evaluate the performance of schools under RFP 1 to 4 using quantitative and qualitative methodologies.
- b. Assess improvements in students' academic performance (both curricular & extra/co- curricular activities), learning outcomes, enrollment figures, school management/governance continuous professional development (CPD) framework, and other metrics.
- c. Assess teachers' pedagogical abilities, development and delivery of lesson plans (both government & private teaching staff).
- d. Evaluate the improvement/ changes (if any) in management/governance, management practices and operational efficacy which may include, but not limited to, schools' administration, quality assurance mechanism of EMOs, collaboration of EMO & government staff and liaison of EMO management with district education management.

- e. Identify and compare key performance indicators of the same sample size of successful non-EMO managed government schools with EMO-managed schools
- f. Identify key challenges and structural/contractual flaws affecting the reform.
- g. Comparison against key indicators including access, quality education, school management/governance and any other indicator with SEF managed schools and other government schools.
- h. Cost comparison and impact of additional features/service being provided in EMO schools with SEF Schools and other government schools.
- i. Assess the overall performance of each EMO on the basis of key performance indicators, scope of work and other terms & conditions of Concession Agreement.
- j. Determine effectiveness of initiatives through philanthropic funding or operator's own sources of funding (if any), over and above the approved financial budget.

E. Feasibility study:

- a. Analyze the financial and operational sustainability of the EMO model.
- b. Provide cost-benefit analysis, including per-child costs and scalability of the model.
- c. Draft a suitable operating and administrative policy/model to overcome issues that hinder quality education in government schools.
- d. Devise strategy to adopt modern pedagogy.
- e. Devise strategy to implement technology-based learning (Ed-tech) and STEM education.
- f. Submit innovative ideas to ensure maximum utilization of project facilities.
- g. Prepare an improved business model, which shall include, but not limited to, the implementation methodology, scope of the overall project including scope of work of private partner, roles and responsibilities of the GoS and KPIs for private partner.

F. Issues, challenges & lessons learnt:

- o Identify, analyze and summarize challenges, issues and lessons learnt during the implementation of the model. This may include the perspective of key stakeholders as well.
- o Design a performance rating framework of existing EMO partners and rank/categorize EMOs based on their performance score.

G. Recommendations:

- a. Suggest evidence-based policy and/or structural improvements for future contracts.
- b. Options for scaling up, modifying, or phasing out the reform.
- c. Suggestions for improved EMO contracting and performance metrics.
- d. Proposals for institutional strengthening and policy alignments.
- e. Recommend strategies to ensure long-term sustainability and effectiveness of the reform.
- f. Propose a monitoring and evaluation framework/guidelines for ongoing and future projects.
- g. Suggest measures to strengthen the PPP Node.

Note: The consultant shall propose a robust mixed-methods approach, including quantitative and qualitative techniques. Sampling design, data collection tools, and ethical considerations must be detailed in the Inception Report.

Under Phase I, the successful Bidder shall be responsible to undertake all related surveys needed for preparation of impact assessment & feasibility study reports. In addition, the Consultant shall be responsible to prepare and deliver presentations before the PPP Policy Board or Technical & Financial Evaluation Committee (TFEC) or any other forum for seeking approvals or inputs as required during the course of the Assignment.

3.2. Phase II – Bid Management: If the Procuring Agency decides to proceed with the Phase II, the Consultant shall require performing functions including, but not limited to the following:

3.2.1 Marketing and Bidding Document: The Consultant shall be required to:

- Develop a marketing and communication strategy for each Project separately to sensitize potential investors and other project stakeholders;
- Sensitize potential operators for the Project and seek their feedback for incorporation in the Projects structures;
- Seek operators' interest/ feedback on the Project prior to launch of official solicitation;
- Arrange investor conferences/ road shows and visits to market the Project;
- Devise quantitative and qualitative KPIs along with deduction mechanism;
- Preparing bidding documents, including RFP, concession agreement, and any other agreement required for the Projects in compliance with the procurement laws, regulations, policy and international best practice;
- Develop and finalize evaluation criteria and the terms of the bid documents;

3.2.2 Bidding Process: The Consultant shall require to assist Procuring Agency:

- Prepare annual procurement plans;
- Prepare responses to the prospective bidders queries;
- Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders prior to the deadline for bids submission, in accordance with applicable laws, rules and regulations;
- Assist the Procuring Agency and its TFEC during the bid evaluation (including analysis of any amendments to the Project documents proposed by bidders and the legal and financial proposals of qualified bidders) and preparing the evaluation reports;
- Update cost estimates in relation to the Projects taking into account the impact of inflation and other factors (on the basis of rates prevailing 28 days prior to bid submission date) during the bid evaluation stage;
- Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed), for necessary approvals;
- Assist the Procuring Agency in issuance of Letter of award/acceptance to Preferred Bidder;
- Advice on bid related correspondence with bidders during the entire bidding process relating to the Projects.

3.3. Phase III – Transactions Negotiations & Closure: This phase shall include, but not limited to the following:

3.3.1 Transaction Negotiation & Financial Closure

- Support in negotiations and in finalization of the Project agreements between the Procuring Agency, other stakeholders and the winning bidders/ SPVs;
- Assist the Procuring Agency in execution of Project agreements with the winning bidders and ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are compiled by the winning bidders/ SPVs;
- Coordinate with Procuring Agency in correspondence with various stakeholders and managing various processes with other members throughout the duration of the transaction and facilitate the post-bid process in the award of the Project;
- Draft and negotiate further project agreements including but not limited to independent expert agreement, independent auditor agreement and escrow agreement;
- Provide opinion to the Procuring Agency on any matter relating to the Project during the Assignment's entire course of the Contract;
- Advise the Procuring Agency on an ongoing basis to ensure compliance with applicable procurement and other laws, rules and regulations throughout the bidding process and on any legal issues which may arise.

NOTE: The successful Bidder shall be required to provide the aforementioned services to the Procuring Agency for the Project. At any stage or during any phase given above, the legal, technical, and financial consultants being members of the Consortium, on the request of the Procuring Agency, shall require to furnish legal, technical and financial opinions or assistance on any matter (including litigation)/ document/ agreement with regards to the Projects. The internal co-ordination of the Consortium shall be the sole responsibility of the Lead Member.

4. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of Four (04) years, effective from the contract agreement signing expected in the 1st week of August 2025. The first phase will begin as soon as possible and will be completed within six (6) months, followed by the agreement signing. The second and third phases of the assignment will be performed for all the four rounds of procurement (RFPs). **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment ⁴⁰
4.1	Phase I – Transaction Preparation (T1 = Effective from the Contract Signing Date)		
4.1.1	Inception Report (detailing methodology, sampling plan, tools, and work plan).	T1 + 2 weeks	5%
4.1.2	Draft Impact Assessment Report	T1 + 4 weeks	5%
4.1.3	Presentation of findings in Stakeholders Validation Workshop	T1 + 8 Weeks	10%
4.1.4	Draft Final Report	T1 + 12 weeks	5%
4.1.5	Final Report with Executive Summary, Detailed findings, and recommendations subject to approval from the PPP Policy Board	T1 + 4 Months	10%

⁴⁰ Payment schedule is mentioned as a percentage (%) of the total Contract Price

4.2	Phase II (a)– Bid Management (RFP-1) (T2 = Effective from Project's Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	10%
4.2.2	Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts	T2 + 3½ Months	5%
4.3	Phase III (a) – Transaction Negotiation & Closure (RFP-1) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	5%
4.3.2	CPs completion/Issuance of effective date notification	T3 + 4 Months	0%
4.4	Phase II (b)– Bid Management (RFP-2) (T2 = Effective from Project's Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	10%
4.2.2	Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts	T2 + 3½ Months	5%
4.5	Phase III (b) – Transaction Negotiation & Closure (RFP-2) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	5%
4.3.2	CPs completion/Issuance of effective date notification	T3 + 4 Months	0%
4.6	Phase II (c)– Bid Management (RFP-3) (T2 = Effective from Project's Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	5%
4.2.2	Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts	T2 + 3½ Months	0%
4.7	Phase III (c) – Transaction Negotiation & Financial Closure (RFP-3) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	5%
4.3.2	CPs completion/Issuance of effective date notification	T3 + 4 Months	0%
4.8	Phase II (d)– Bid Management (RFP-4) (T2 = Effective from Project's Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	5%
4.2.2	Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts	T2 + 3½ Months	0%
4.9	Phase III (d) – Transaction Negotiation & Closure (RFP-4) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	5%
4.3.2	CPs completion/Issuance of effective date notification	T3 + 4 Months	0%

NOTE: The Procuring Agency shall not offer any mobilization advance to the Consultant. The Procuring Agency shall ensure to release the payments within thirty (30) calendar days following the payment schedule mentioned above subject to the satisfactory completion of the respective milestones for the project as verified and recommended by the Procuring Agency's authorized representative(s).

5. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

Requests for clarification shall always be made in writing at least five (5) calendar days prior to the date of opening of bids and must be addressed or sent via mail or fascimile and e-mail **(both)** mentioned below:

Attention: Senior Director, Public Private Partnership (PPP) Node, School Education and Literacy Department, Government of Sindh.

Address: Office of PPP Node, 5th Floor, PNSC building, M.T Khan Road, Lalazar, Karachi.

Phone No: +92 21 99222193

E-mail: pppn@seld-pppn.gos.pk

6. RELEVANT INFORMATION

For more information relating to the Bidding Process, **please keep visiting the websites:** <https://seld-pppn.gos.pk/> and <https://www.pppunitsindh.gov.pk/> .

Section VI – Conditions of Contract and Standard Forms

General Conditions of Contract

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General Conditions of Contract

1. General Provisions

1.1. Definitions

1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010;
- (b) “Procuring Agency” means the implementing department which signs the contract;
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;
- (d) “Consortium” means Consultants comprised of a group of two or more enterprises formed to submit a Proposal;
- (e) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., General Conditions (GC), the Special Conditions (SC), and the Appendices;
- (f) “Contract Price” means the price to be paid for the performance of Services, in accordance with Clause 6;
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (h) “Foreign Currency” means any currency other than the currency of the PA’s country;
- (i) “GC” means these General Conditions of Contract;
- (j) “Government” means the Government of Sindh;
- (k) “Local Currency” means Pak Rupees;

- (l) “Member” means any of the entities that make up the joint venture/ Consortium/ association, and “Members” means all these entities;
- (m) “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof;
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (p) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References;
- (q) “Sub-Consultants” means any person or entity to whom/ which the Consultant subcontracts any part of the Services;
- (r) “In writing” means communicated in written form with proof of receipt.

1.2. Law Governing Contract

- 1.2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3. Language

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

1.4. Notices

- 1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. Location

- 1.5.1. The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring Agency may approve.

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|---|---|
| 1.6. Authority of Member in Charge | 1.6.1. In case the Consultant consists of a joint venture/ Consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the PA. |
| 1.7. Authorized Representatives | 1.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC. |
| 1.8. Taxes and Duties | 1.8.1. The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price. |
| 1.9. Fraud and Corruption | <p>1.9.1. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/ disqualification as provided in the SPP Rules.</p> <p style="padding-left: 40px;">Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.</p> <p>1.9.2. Integrity Pact – If the Consultant or any of his Sub-Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:</p> <ul style="list-style-type: none"> (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants; (b) terminate the Contract; and (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-Consultant, agents or servants. |

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. Commencement, Completion, Modification and Termination of Contract

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| 1.1. Effectiveness of Contract | 2.1.1. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2.2. Commencement of Services | 2.2.1. The Consultant shall begin carrying out the Services not later than number of days after the Effective Date specified in the SC. |
| 2.3. Expiration of Contract | 2.3.1. Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. |
| 2.4. Modifications or Variations | 2.4.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| 2.5. Force Majeure | <p>2.5.1. The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.</p> <p>2.5.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>2.5.3. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>2.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the</p> |

terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. **By the Procuring Agency:** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without Consultants fault;
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

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

2.6.3. **Payment Upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultant

3.1. General

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

3.2. Conflict of Interests

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

3.2.2. **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

- 3.2.3. Consultant and Affiliates not to be Otherwise Interested in Project:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.4. Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.
- 3.3. Confidentiality**
- 3.3.1.** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. Insurance to be Taken Out by the Consultant**
- 3.4.1.** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5. Consultant's Actions Requiring PA's Prior Approval**
- 3.5.1.** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services;
 - (b) appointing such members of the Personnel not listed by name in Appendix C; and
 - (c) any other action that may be specified in the SC.
- 3.6. Reporting Obligations**
- 3.6.1.** The Consultant shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.6.2.** Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7. Documents
Prepared by the
Consultant to be the
Property of the
Procuring Agency**

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

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

**3.8. Accounting,
Inspection and
Auditing**

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

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

4. Consultant Personnel

**4.1. Description of
Personnel**

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

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

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

- 4.2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- 4.2.3. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

5.1. Assistance and Exemptions

- 5.1.1. The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2. Change in the Applicable Law Related to Taxes and Duties

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

5.3. Services and Facilities

- 5.3.1. The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bid Data Sheet.

6. Payments to the Consultant

6.1. Security

- 6.1.1. The Consultant has to submit the performance security at the rate mention in SC.

6.2. Lump-Sum Contract

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

6.3. Contract Price

- 6.3.1. The price payable in Pak Rupees/ foreign currency is set forth in the SC.

6.4. Payment for Additional Services

- 6.4.1. For purpose of determining remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.5. Terms and Conditions of Payment

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

7. Good Faith**7.1. Good Faith**

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

8. Settlement of Disputes**8.1. Amicable Settlement**

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

8.2. Dispute Resolution

8.2.1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with provisions specified in SC.

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall **supplement and/ or amend the General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1.1(a)	The Applicable Procurement Law is: Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the RFP advertisement time)
GCC 1.1.1(b)	The Procuring Agency's Name is: Public Private Partnership (PPP) Node, School Education & Literacy Department, Government of Sindh
GCC 1.2.1.	The Contract shall be construed in accordance with the law of: Islamic Republic of Pakistan.
GCC 1.3.1.	The Language is: English
GCC 1.4.1.	<p>The addresses are:</p> <p>Procuring Agency:</p> <p>Attention: Senior Director, Public Private Partnership (PPP) Node, School Education and Literacy Department, Govt. of Sindh.</p> <p>Address: 5th Floor, PNSC Buidling, MT Khan Road, Karachi.</p> <p>Phone No: +92-21-99222193</p> <p>E-mail: pppn@seld-pppn.gos.pk</p> <p>Consultant:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p>
GCC 1.5.1.	The services shall be performed at: Karachi and the Projects locations as further specified in the TOR.
GCC 1.6.1.	<p>{The Member in Charge is [insert name of member]}</p> <p><i>Note: If the Consultant consists of a joint venture/ Consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>

GCC 1.7.1.	<p>The Authorized Representatives are:</p> <p>For the PA: _____</p> <p>For the Consultant: _____</p>
GCC 1.8.1.	All the taxes and duties including income, service, stamp duty, and those as applicable on the offered services under this Contract shall be borne by the Consultant. The applicable taxes shall be deemed as part of the Consultant's total quoted bid.
GCC 2.1.1.	The date for effectiveness of contract shall start with effect from the date of agreement signing by both the Parties.
GCC 2.1.2.	The Consultant shall commence contractual services within ten (10) days or immediately after signing of agreement. Confirmation of the Professional Staff/ Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing (also along with the Proposal) as a written statement signed by each Expert.
GCC 2.3.1.	The Contract shall remain effective for forty eight (48) months; however, this stipulated period may be extended at no-cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Project's execution subject to the terms and conditions laid down in the RFP.
GCC 2.4.1.	Any modification or variation of terms and conditions of this Contract, including any modification or variation of the scope of Services (except the Proposed Concessions), if required, will be made through an addendum to agreement with mutual consent of both the parties.
GCC 3.6.1.	<p>Reporting obligations include but is not limited to the following (refer to the TOR's and GCC 6.5.1. for further details):</p> <ul style="list-style-type: none"> • Inception Report • Feasibility Study on Impact Assessment Report • Environment & Social Impact Assessment Report • Institutional & Regulatory Assessment Report • Market Assessment Report • PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report • Projects Preparation & Approval • Bid documents package, including concession agreements; and • Any other report as part or falling within the Assignment's scope.
GCC 6.1.1.	Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require to submit performance security equivalent to 2% of the Contract Price in shape of Bank Guarantee issued by a scheduled bank in Pakistan in favor of ' Secretary School Education and Literacy Department '. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the PA's performance obligations.

GCC 6.3.1.	The Procuring Agency shall release the payments to the successful Bidder (in case of a Consortium, respective members including a National Company or a foreign firm) in Pak Rupees only.
GCC 6.5.1.	The payments shall be made according to deliverables and schedule as specified under the Section V – Terms of Reference of RFP Document.
GCC 8.2.1.	Disputes shall be settled in accordance with the Arbitration Act, 1940.

Contract

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

WHEREAS, the Procuring Agency wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- | | |
|-------------------------------------|---|
| 1. Services | <p>1.1 The Consultant shall perform the services specified in Section V – Terms of Reference and Scope of Services," which is made an integral part of this Contract (the 'Services').</p> <p>1.2 The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.</p> |
| 2. Term | <p>2.1 The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.</p> |
| 3. Payment | <p>3.1 Ceiling: For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed <i>[insert amount]</i>. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>3.2 Payment Conditions: Payment shall be made in Pak Rupees (PKR), no later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.</p> |
| 4. Economic Price Adjustment | <p>4.1 Not applicable</p> |
| 5. Project Administration | <p>5.1 Coordinator: The Procuring Agency designates Mr./Ms. <i>[insert name]</i> as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.</p> <p>5.2 Timesheets: During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets</p> |

or any other document used to identify time spent, as instructed by the Coordinator.

- 5.3 **Records and Accounts:** The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Procuring Agency reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- 6. Performance Standards** 6.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.
- 7. Confidentiality** 7.1 The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the PA.
- 8. Ownership of Material** 8.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** 9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** 10.1 The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
- 11. Assignment** 11.1 The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** 12.1 The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** 13.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title _____

Title _____

DRAFT

Appendices

Standard Forms

[Note: *Standard Forms provided in this RFP Document for securities are to be issued by an eligible bank mentioned in the Data Sheet. In case, a Bidder chooses to submit bid or performance security using Bank Guarantee, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities.*

Form of Bid Security**(Bank Guarantee)**

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Bidder) with address: _____

Sum of Security (express in words and figures): _____

RFP/ Bid Reference No.: _____

RFP/ Bid Date: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP/ Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound into the _____, (hereinafter called the '**Procuring Agency**') 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, that whereas the Principal has submitted the accompanying RFP/ Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a bid security in the above said sum to the Procuring Agency, 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, or
 - (c) failure of the successful bidder to
 - (i) furnish the required performance security, in accordance with Sub-Clause ITC-Instructions to Consultants, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses ITC-of Instructions to Consultants,the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency 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 Procuring Agency 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 Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite performance security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency 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 _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Form of Performance Security**(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Consultant) with address: _____

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 RFP Document 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 Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Assignment).

NOW THEREFORE, if the Principal (Consultant) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, 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 and 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 Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency'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 Procuring Agency's designated Bank & Account Number.

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

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

Guarantor (Bank)

Witness: 1. Signature _____

1. _____ 2. Name _____

Corporate Secretary (Seal) 3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Appendix A – Integrity Pact**Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant**

Contract No. _____
Contract Value: _____
Contract Title: _____

Dated _____

..... *[name of Consultant]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Consultant]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, *[name of Supplier]* agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Supplier]* as aforesaid for purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: _____
Signature: _____
[Seal]

Name of the Consultant: _____
Signature: _____
[Seal]

Appendix B – Affidavit (non-blacklisting)***[On stamp paper of PKR 200]****[Location, Date]*To: *[Name and address of PA]***Re: Impact assessment and transaction advisory services _____**

Dear Sir:

Pursuant to the Request for Proposal Document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder/ Member of Consortium]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering during the last five (5) years;
- (c) is not aware of any Conflict of Interest or potential Conflict of Interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) is not blacklisted by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed in Instructions to Consultants Clauses-18.1, 13.1, 6.1, and 2.2 (Eligibility Criteria – Bid Data Sheet) of the RFP Document;

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney⁴¹**[On stamp paper of PKR 200]***[Location, Date]*

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]** do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with **[us or the Lead Member of our Consortium]** and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the impact assessment *and transaction advisory services for the EMO Reform under public-private partnership mode* (the ‘**Assignment**’), including signing, authenticating and submission of application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the PPP Node, School Education & Literacy Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Projects documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Consortium Member]

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

Signature of the Attorney: _____
 Name and Title of Signatory: _____
 Address of the Attorney: _____

Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____

⁴¹ In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Appendix D – List of schools

Appendix E – Documents Checklist

*The prospective Bidder (individual firm or consortium) shall provide the checklist containing information of the required documents accompanied with the Technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. **While submitting the bid, the Technical proposals need to follow the instructions as recommended below:***

- *the Bidder (in case of a Consortium, each member) must consult the RFP Document for checking the documents' requirement against each criterion and sub-criterion;*
- *the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);*
- *the documents contain substantial evidence (work orders, contracts with a clear scope, and completion certificates or any other substantial evidence) against the claimed projects' experience and its milestones achieved;*
- *the documents are printed using paper's double sides, where possible;*
- *the documents are indexed with page numbers as mentioned below;*
- *the documents (Technical Proposal) do not disclose any information relating to the financial bid;*
- *the documents are submitted, preferably using two-holes file folders/ pockets.*

Bidder's Name: _____

RFP Ref. No.: _____

Procuring Agency: Public Private Partnership (PPP) Node, School Education & Literacy Department, Government of Sindh**Assignment Title:** Feasibility Study, Impact assessment and Transaction Advisory Services of Education Management Reform Project under PPP mode**Submission Date:** ____ / ____ / 2025**Time:** ____:____**Technical Proposal:** ____ Pages

Sr.	Document Title with Description	Check	Page No.
General Requirements			
1.	Technical and Financial proposals are in a separate and sealed envelope	<input type="checkbox"/>	N/A
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	N/A
3.	All pages of original Proposal initialed by authorized representative of Consultants	<input type="checkbox"/>	N/A
4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	N/A
Technical Proposal Requirements			
5.	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>	
6.	Form Tech 2: Consultant's Organization and Experience	<input type="checkbox"/>	
	6.1 General Experience Impact Assessment of Education Reform)		
	6.1.1 Ongoing Impact Assessment of Educational Reform	<input type="checkbox"/>	
	6.1.2 Completed Impact Assessment of Education Reform	<input type="checkbox"/>	
	6.1.3 Completed Assignment of School Improvement program	<input type="checkbox"/>	
	6.1.4 Completed Assignment of education Curriculum development programs	<input type="checkbox"/>	
	6.1.5 Completed Assignment of teaching improvement programs	<input type="checkbox"/>	
	6.1.6 Completed Assignment of Policy Development Program		
7.	Form Tech 3: Comments and Suggestions on the TOR and Resources	<input type="checkbox"/>	
8.	Form Tech 4: Description of Approach, Methodology and Work Plan	<input type="checkbox"/>	
9.	Form Tech 5: Team Composition and Task Assignments	<input type="checkbox"/>	
10.	Form Tech 6: Curriculum Vitae of Proposed Professional Staff	<input type="checkbox"/>	
	10.1 Financial Team		
	10.1.1 Financial Team Leader	<input type="checkbox"/>	
	10.1.2 Project Finance Expert	<input type="checkbox"/>	
	10.2 Technical Team		
	10.2.1 Technical Team Leader/ Senior Researcher	<input type="checkbox"/>	
	10.2.2 Education Specialist	<input type="checkbox"/>	

	10.3 Legal Team		
	10.3.1 Legal Team Leader	<input type="checkbox"/>	
	10.3.2 Legal Expert	<input type="checkbox"/>	
11.	Form Tech 7: Staffing Schedule	<input type="checkbox"/>	
12.	Form Tech 8: Work Schedule	<input type="checkbox"/>	
13.	Appendix C- Power of Attorney – on stamp paper of required value	<input type="checkbox"/>	
14.	Appendix B – Affidavit (non-blacklisting) – on stamp paper of required value	<input type="checkbox"/>	
15.	Appendix A - Integrity Pact	<input type="checkbox"/>	
16.	Consortium Agreement (in case of a Consortium only)	<input type="checkbox"/>	
17.	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
18.	Registration Documents (NTN, SRB, PEC, PCTAP, as applicable)	<input type="checkbox"/>	
19.	Company Profile(s)	<input type="checkbox"/>	
20.	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
21.	Income Tax Returns	<input type="checkbox"/>	
22.	Qualification Track Record (Contracts with Completion Certificates or any other substantial evidence)	<input type="checkbox"/>	
23.	Bid Security Financial Instrument	<input type="checkbox"/>	
24.	Historical Contracts Non-Performing Details	<input type="checkbox"/>	
25.	Litigation History	<input type="checkbox"/>	
	Financial Proposal		
26.	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	N/A
27.	Form FIN 2: Summary of Costs inclusive of all the applicable taxes	<input type="checkbox"/>	N/A
28.	Bid Security as quoted in the RFP	<input type="checkbox"/>	N/A
29.	Bid Security covers minimum time, i.e. valid up to 28 days beyond bid validity period	<input type="checkbox"/>	N/A
30.	Manner of payment of Bid Security is as per the terms and conditions of the RFP	<input type="checkbox"/>	N/A

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____ **Stamp:** _____