



GOVERNMENT OF SINDH SCHOOL EDUCATION & LITERACY DEPARTMENT



REQUEST FOR PROPOSALS IMPACT ASSESSMENT AND TRANSACTION ADVISORY SERVICES

FOR EDUCATION MANAGEMENT ORGANIZATION (EMO) REFORM PROJECT IN SINDH UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Procuring Agency: Public Private Partnership Node, School Education & Literacy Department, Government of Sindh
RFP Ref. No.: SELD-PPN/PROC/IA&TAS/2025-26

PRE-BID MEETING SCHEDULE*
December 12, 2025 at 15:00 Hours
*For further details, refer to the RFP Document

PROJECT BRIEF

The Government of Sindh, through the PPP Node, 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 Kamber-Shahdadkot under the Education Management Organization Reform Project ('Projects').

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 during 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 period, 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 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 not limited to, the following:

- Conduct comprehensive financial and operational analysis, including sustainability, and cost-benefit (per-child cost);
- Evaluate the Project's overall impact, covering educational outcomes (access, performance), operational effectiveness (management, teachers), financial cost-effectiveness, monitoring mechanism, 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.

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 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, using the Sindh PPRA E-Pak Acquisition & Disposal System (SPPRA EPADS), no later than 12:00 hours PST on 06th January, 2026 (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 1,000,000/- (Pakistani Rupees One Million 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 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 December 03, 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 SPPRA EPADS and/ 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; 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 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: +92-21-99210102; +92-333-5350879; +92-301-3881499; +92-334-2772001; Email: ppp.ista@gmail.com; seld.pppn@gmail.com

HK arrests construction firm bosses over fire; death toll hits 83

Hong Kong police arrested the bosses of a construction company on suspicion of manslaughter on Thursday over the city's worst fire in nearly 80 years, which killed at least 83 people with about 300 still listed as missing.

NEWS

PSCA, UN launch campaign against gender-based violence



The Punjab Safe Cities Authority (PSCA) and United Nations agencies jointly launched the global 16 Days of Activism Against Gender-Based Violence campaign with a dynamic high-level event on 'Smart Cities and Technology for Digital Safety'.

This year's 16 Days theme places a sharp spotlight on digital violence against women and girls, recognising it as one of the fastest-growing and most pervasive forms of gender-based violence.

Bringing together government leaders, lawmakers, technology innovators, youth, and women's rights advocates, the event transformed the PSCA Headquarters into a living demonstration of how AI, data, and digital innovation can reshape safety for millions of women and girls across Pakistan.

The launch began with a guided tour of the Safe City Operations Center, showcasing advanced monitoring systems and real-time data tools used to support gender-responsive policing.

Senate panel condemns Justice Najafi's remarks in Noor Mukadam case

JUI-F senator says 50% of Afghans travelling abroad used Pakistani passports

Jamiat Ulama-Islam Pakistan (JUI-F) Senator Attial Haq on Thursday stated that Afghans with Pakistani passports travel abroad and if they engage in crime, it reflects badly on Islamabad.

Speaking during a meeting of the Senate Functional Committee on Human Rights, he said, 'Fifty per cent of Afghans travel abroad using Pakistani passports. Whenever Afghans are caught by authorities abroad, they are carrying Pakistani passports.'

An official from the interior ministry acknowledged that this had occurred, but assured the committee that the practice had stopped.

Earlier in the day, the committee condemned Justice Ali Baqar Najafi's remarks in the Noor Mukadam case that surfaced a day earlier, deeming them 'ridiculous'.

Justice Najafi, who is now part of the Federal Constitutional Court (FCC), observed that the Noor Mukadam case

was the direct result of a 'vice' spreading in society known as 'living relationship'. It appeared the judge was referring to a live-in relationship, where two unmarried individuals in a romantic relationship cohabit.

In the meeting, the committee questioned what 'would happen to the conviction rate in cases against women, which is already shameful, if a judge himself has such remarks'.

The committee summoned advocate generals, prosecutor generals, police officials and all relevant authorities due to the low conviction rate. Conviction rate in cases of gender-based violence (GBV) is reportedly as low as 1.2 per cent due to weak prosecution and judicial delays.

Women's rights advocates say there is also no centralised GBV database, hindering data analysis. Furthermore, due to resource constraints, shelters and crisis centres, GBV courts, police protection cells, and the like are underfunded.

Noor, aged 27 years, was found murdered at the Islamabad residence of Zahid Zaki Jaffer in July 2021. In May, a three-judge Supreme Court bench, led by Justice Iftikhar Chaudhry, which included Justice Iftikhar Ibrahim and Najafi, had upheld the death sentence awarded to Zahid, who was convicted by an Islamabad trial court in 2022.

Last month, the apex court had taken up Zakir's review petition challenging the capital punishment awarded to him. During the hearing, Justice Najafi told senior counsel Khasraji Haqis Ahmadi, representing the convict, that it would be more appropriate for him to start arguments after going through the additional note he had not yet issued at the time.

Later, Justice Najafi was sworn in as a judge of the FCC, established earlier this month after the 27th Constitutional Amendment. In an additional note on the Noor murder case, which was updated on the SC website on Wednesday, Justice Najafi upheld the sentence handed to Zahid and observed that 'the present case is a direct result of a vice spreading in the upper society which we know as 'living relationship [sic]'.

He stressed that such relationships ignored 'societal compulsions' and 'defy not only the law of the land but also the personal law' under Sharia.

The judge's observations, which surfaced just a day after the International Day for the Elimination of Violence Against Women, also triggered criticism from many on social media, including lawyers and journalists.

Pakistan launches first Genomics venture with Chinese support

Pakistan has launched its first public-private genomics joint venture, receiving strong support from Chinese scientific institutions and technology partners.

The initiative, unveiled Tuesday at the National Institute for Genomics and Advanced Biotechnology (NINGAB), is a collaboration between NINGAB, PARC-Agro Tech Company (PATCO), and Biazon Diagnostics, Gwadar. PRO reported on Thursday.

A Chinese delegation of researchers attended the inauguration at NARC, pledging 'their full support toward the success of this pioneering initiative'.

The event marked a new phase in China-Pakistan collaboration in high-tech biotechnology, especially in agriculture and diagnostics.

Chairman Pakistan Agricultural Research Council (PARC), Dr. Syed Murtaza Hassan Andrabi, called the project a milestone for Pakistan's scientific development, launched under the guidance of the Federal Minister for National Food Security and Research (FNSR), Rana Tanveer Hossain.

'By developing indigenous genomic capabilities, we are laying the foundation for self-reliance in advanced research and diagnosis,' said Dr. Andrabi. 'This initiative will accelerate innovation that directly benefits our farmers, researchers, and healthcare sector.'

Chinese researchers welcomed the project as a natural extension of the China-Pakistan Economic Corridor (CPEC), reflecting shared goals to modernize agriculture through technology.

Students can counter false narratives through digital literacy: PID DG

Director General Press Information Department (PID) Lahore Shahid Abus has said that students can effectively counter the spread of false narratives by equipping themselves with media literacy, critical thinking, and digital verification skills.

He stressed that universities and colleges must integrate digital awareness and ethical communication into their learning environments.

He expressed these views on Thursday while addressing a seminar titled 'Peace Diplomacy in the Age of Digital Extremism', organised by PID Lahore at the Department of Media Development Communication, Punjab University.

A large number of students attended the event. Assistant Professor Dr. Aysha Ashfaq and senior journalist Muhammad Dilawar Chaudhry also addressed the seminar, which included an interactive question-and-answer session.

Welcoming participants, the DG PID said it was an honour to speak at this important session. He noted that the today's world faces a new kind of conflict-one that does not begin on the battlefield but in the digital arena, where narratives are distorted and truths manipulated, turning perceptions into weapons even before the first shot is fired.

Imaan objects to state counsel's withdrawal from tweets case

Lower Imaan Mazari and her husband, Hadi Ali Chhatta, have objected to the state-appointed counsel withdrawing from the case of 'controversial tweets', being heard in the Islamabad High Court.

He was the first state counsel we trusted', Mazari said, referring to Shakeel Jutt and asked the court to place her statement on record, after which she formally recorded it. 'We did not express a lack of confidence in state counsel Shakeel Jutt,' she said, adding that Jutt's application to withdraw from the case constituted

incoherent information. Mazari further stated that the court had not objected when Jutt disclosed that certain questions had been dictated to him.

Advocate Jutt, who appeared for the first time on Tuesday as the court-appointed defence counsel for Imaan and Hadi, had earlier declined to confront the prosecution's witnesses, saying he could not put forward dictated questions.

'I support a fair trial. I cannot ask questions that are dictated to me, my conscience does not allow it,' he mentioned. He further claimed, without providing specifics, that he had been

given a list of 15 questions with instructions to put them during the cross-examination.

Additional District and Sessions Judge Muhammad Afzal Mujooqa, who was hearing the case, ordered the husband and wife time until 1.30 pm to consult their new counsel, after which the hearing resumed.

'When your defence lawyers do not conduct cross-examination, the new state counsel will step in,' Judge Mujooqa responded. The court provided Chhatta with a copy of the application submitted by former state counsel Shakeel Jutt. AGWICES

GOVERNMENT OF SINDH SCHOOL EDUCATION & LITERACY DEPARTMENT REQUEST FOR PROPOSALS IMPACT ASSESSMENT AND TRANSACTION ADVISORY SERVICES FOR EDUCATION MANAGEMENT ORGANIZATION (EMO) REFORM PROJECT IN SINDH UNDER PUBLIC-PRIVATE PARTNERSHIP MODE



سنڌ ۾ پبلڪ پرائيوٽ پارٽنرشپ مود تحت تعليمي انتظام تنظيم (EMO) سڌارن جو منصوبو

پروڪيورنگ ايجنسي: پبلڪ پرائيوٽ پارٽنرشپ نوڊ اسڪول ايجوڪيشن اينڊ لٽريسي ڊپارٽمينٽ، سنڌ حڪومت
آر ايف بي حوالو نمبر: SELD-PPPN/PROC/LA&TAS/2025-26

پروجيڪٽ بريف:

سنڌ حڪومت، هي بي بي نوڊ اسڪول ايجوڪيشن اينڊ لٽريسي ڊپارٽمينٽ (پروڪيورنگ ايجنسي) ذريعي ايجوڪيشن مشيڪيٽ آرگنائيزيشن ريفارم پراجيڪٽ (پروجيڪٽس) تحت، سکر، خيرپور، لاڙڪاڻو، ٺٽو ۽ قمبر-شهنادڪوٽ ضلعن ۾ واقع 43) نوان تعمير ٿيل ۽ پنجويهه (25) موجوده اسڪولن کي شامل ڪندي انهن (68) سرڪاري شعبي جي اسڪولن جي منتظر ۽ آڀرشن کي آڻڻ سروس ڪيو. پروڪيورنگ ايجنسي هن منصوبي کي چار مختلف مرحلن جي هڪ سلسلي ذريعي ترتيب ڏنو ۽ لاڳو ڪيو، جيڪو 2016 کان ترتيب وار شروع ٿيو ۽ اسڪولن کي چونڊيل تعليمي انتظامي تنظيمن کي ڏهه (10) سالن جي رعايتي مدي لاءِ ڏنو، جيڪو سنڌ پبلڪ پرائيوٽ پارٽنرشپ ايڪٽ، 2010 (سنڌ بي بي بي ايڪٽ) جي مطابق هو. هن بي بي مابل دوران بنيادي مقصد اهر تعليمي اشارن ۾ واضح بهتري حاصل ڪرڻ، شاگردن جي داخلا ۽ برقرار رکڻ جي شرح وڌائڻ، سکيا جي نتيجن کي وڌائڻ ۽ موثر اسڪول انتظاميه ۽ مضبوط انفراسٽرڪچر جي سارڻي مهيا ڪرڻ هئا.

منتقلي کي آسان بڻائڻ ۽ موجوده رعايت جي مدي جي ختم ٿيڻ تي انهن اسڪولن جي پائيدار آڀرشن کي يقيني بڻائڻ لاءِ، پروڪيورنگ ايجنسي جو مقصد هڪ آزاد فورم کي شامل ڪرڻ آهي ته جيئن منصوبي جي مجموعي اثر جو هڪ جامع ۽ مقصد جي جائزو ورتو وڃي، ڪارڪردگي جو تقديري جائزو ورتو وڃي ۽ گهريل مقصدن جي خلاف اثرائتو معيار بڻايو وڃي. هن جائزي مان نڪتل نتيجا ۽ ماهر سفارشون اسڪولن لاءِ مستقبل جي حڪمت عملي ۽ پاليسين کي ترتيب ڏيڻ لاءِ هڪ اهر ان پٽ طور ڪر ڪنديون.

هن سلسلي ۾، پروڪيورنگ ايجنسي اهل واک ڏيندڙن (انفرائي فرمون يا ڪنسرشيا) کان مهر بند واک طلب ڪري ٿي جيڪي آر ايف بي دستاويز ۾ بيان ڪيل گهريل ماهر آهن ته جيئن منصوبي جي ڪم جي ٿوري کي شروع ڪرڻ لاءِ واک جمع ڪرائين، جنهن ۾ نتيجن جي اثر جو جائزو وٺڻ ۽ ٽرانزيڪشن ايڊوائيزري سروسز فراهم ڪرڻ (جنهن جي حد منصوبي جي نتيجن جي بنياد تي طئي ڪري سگهجي ٿي). سنڌ پبلڪ پرائيوٽ پارٽنرشپ ايڪٽ، 2009 ۽ سنڌ بي بي بي ايڪٽ، جنهن ۾ ان جي تحت ٺاهيل سڀئي لاڳاپيل قاعدا، ضابطا، هدايتون ۽ هدايتون (تفويض) شامل آهن.

اسائينٽ اسڪوپ:

- هن اسائينٽ تحت منصوبي لاءِ خدمتن جي صلاحڪاري ڏيڻي ۾ شامل آهن، پر انهن تائين محدود نه آهن. هيٺيان:
- < جامع مالي ۽ آڀرشنل تجزيو ڪرڻ، جنهن ۾ پائيداري ۽ قيمت فائدي (في پار جي قيمت) شامل آهن.
- < منصوبي جي مجموعي اثر جو جائزو وٺڻ، تعليمي نتيجن (پهچ، ڪارڪردگي)، آڀرشنل اثرائتي (انتظار، استاد)، مالي قيمت-اثرائتي، نگراني جو طريقو ۽ KPIs فريم ورڪ جي اثرائتي کي ڏيکيندي.
- < اهر چئلينجن ساختي/معاهدي جي خامين ۽ منصوبي جي عملدرآمد دوران سکيل سببن جي سڃاڻپ ڪرڻ.
- < اسڪولن جي پائيدار انتظار لاءِ مستقبل جون حڪمت عمليون ۽ ماڊل تيار ڪرڻ، جنهن ۾ معياري تعليم لاءِ تازه ڪاريون پاليسيون شامل آهن.
- < پاليسي ۽ ڍانچي جي بهتري، اسڪيل ايلٽي آڀرشنل مستقبل جي ليکي ۽ ڪارڪردگي جي ماپ، نگراني ۽ تشخيص فريم ورڪ ۽ هدايتون ۽ اندرني مضبوطي کي ڏيکيندڙ ثبوت تي ٻڌل سفارشون فراهم ڪرڻ.
- < بي بي بي پاليسي بورڊ ۽ لاڳاپيل فورمن کي اسائينٽ جي نتيجن ۽ سفارشن جي تفصيل سان پيشڪشون تيار ڪرڻ ۽ پهچائڻ.

قابليت جو معيار:

اهل واک ڏيندڙن کي قابليت ۽ ٽيڪنيڪل تشخيصي معيارن هيٺ سڀني شرطن ۽ ضابطن سان گڏ، آر ايف بي دستاويز ۾ بيان ڪيل دستاويزن جي حمايت سان، بشمول سنڌ پبلڪ پرائيوٽ پارٽنرشپ رولز، 2010 (ايس بي بي رولز) جي قابليت ۽ ٽيڪنيڪل تشخيصي معيار کي پورو ڪرڻ جي ضرورت هوندي.

واڪ جو طريقو:

اسائينٽ جي خريداري قومي مقابلي واري واک جي مطابق ڪئي پئي وڃي، ايس بي بي قاعدن تحت مقرر ڪيل معيار جي قيمت تي ٻڌل چونڊ جو طريقو استعمال ڪندي، ۽ سڀني اهل واک ڏيندڙن لاءِ کليل آهي. نيڪون واک ڏيندڙ کي ڏنو ويندو جنهن جو واک سڀ کان وڌيڪ فائديمند قرار ڏنو ويندو يعني هڪ واک جيڪو آر ايف بي دستاويز ۾ مقرر ڪيل معيارن تي عمل ڪندي سڀ کان وڌيڪ گڏيل وزن وارو ٽيڪنيڪل ۽ فنانشل اسڪور حاصل ڪندو.

امڪاني واک ڏيندڙن کي صرف هڪ (1) واک جمع ڪرائڻ جي ضرورت آهي جنهن ۾ هڪ (1) ٽيڪنيڪل تجويز ۽ هڪ (1) مالي تجويز ۽ ٻيا مددگار دستاويز (جيئن لاڳو ٿئي) شامل آهن، جيئن آر ايف بي ۾ سڃاڻپ ڪئي وئي آهي. سنڌ بي بي آر ايف بي پاڪ اڪيوريشن اينڊ ڊسپوزل سٽر (ايس بي بي آر ايف بي) استعمال ڪندي، 06 جنوري 2026 تي 12:00 وڳي بي بي ايس تي (واڪ جمع ڪرائڻ جي آخري تاريخ) کان اڳ نه هٿو واک قبول نه ڪيا ويندا. ٽيڪنيڪل تجويزون واک جمع ڪرائڻ جي آخري تاريخ تي 13:00 وڳي PST تي واک ڏيندڙ نمائندن جي موجودگي ۾ ڪوليا ويندا، جيڪي شرڪت ڪرڻ چاهين ٿا، ايس اي اينڊ ايل ڊي بي بي بي نوڊ، پنجين منزل، بي اين ايس سي بلڊنگ، اير ٽي خان روڊ، لاله زار ڪراچي ۾. جيڪڏهن سرڪاري موڪل يا واک جمع ڪرائڻ جي آخري تاريخ تي ڪنهن به غير متوقع واقعي جي صورت ۾، واک ايندڙ ڪاروباري ڏينهن تي وصول ڪيا ۽ ڪوليا ويندا. ٽيڪنيڪل تجويزن جي تشخيص مڪمل ٿيڻ کان پوءِ، اهي واک ڏيندڙ جن لاڳو تشخيصي دستاويزن جي لحاظ کان جوابده ٽيڪنيڪل تجويزون جمع ڪرايون آهن، انهن کي مالي تجويزن جي افتتاح ۾ شرڪت جي دعوت ڏني ويندي.

سڀني واک ڏيندڙن کي پنهنجي ٽيڪنيڪل تجويزن جي حصي طور، واک سيڪيورٽي جي اسڪين ٿيل ڪاپي پيش ڪرڻ جي ضرورت آهي، جيڪا 1,000,000 پاڪستاني رپيا (صرف هڪ ملين پاڪستاني رپيا) جي برابر آهي. واک سيڪيورٽي جي اصل ڪاپي، تڙال ذريعي يا هٿ سان، بواڪ جمع ڪرائڻ جي آخري تاريخ تائين يا ان کان اڳ هيٺ ڏنل پتي تي جمع ڪرائي ويندي. واک سيڪيورٽي هڪ ناقابل واپسي، غير مشروط ۽ آن ڊيمانڊ بينڪ گارنٽي يا ٻي آرڊر يا ڊيمانڊ ڊرافٽ هوندو جيڪو آر ايف بي دستاويز ۾ بيان ڪيل گهرجن مطابق جاري ڪيو ويندو.

امڪاني واک ڏيندڙ 03 ڊسمبر 2025 کان مفت ۾ آر ايف بي دستاويز حاصل ڪري سگهن ٿا، يا ته: (اهي) هٿو طور تي هيٺ ڏنل پتي تي هڪ تحريري درخواست جمع ڪرائي، پنهنجو پورو نالو، پتو ۽ رابطي جي تفصيل بيان ڪندو يا (بي) اليڪٽرانڪ طور تي، ايس بي بي آر ايف بي EPADS ۽/يا بي بي بي يونٽ جي ويب سائيتن تان ڊائون لوڊ ڪندي ۽ پروڪيورنگ ايجنسي کي ليٽر يا اي ميل ذريعي لکت ۾ اطلاع ڪندي، ان جو پورو نالو، پتو ۽ رابطي جي تفصيل پروڪيورنگ ايجنسي سڀ حق محفوظ رکي ٿي ته: (اهي) واک جي طريقيڪار کي منسوخ ڪري، تبديل ڪري، وٺي يا ٻيهر شروع ڪري، (بي) ڪنهن به واک کي قبول يا رد ڪري يا ڪنهن به يا سڀني واک ڏيندڙن کي ٺاهل قرار ڏئي، (سي) آر ايف بي ۾ بيان ڪيل سڀني يا ڪنهن به تاريخن ۾ ترميم ڪري، يا (ڊي) ايس بي بي قاعدن جي مطابق ڪنهن به وقت آر ايف بي دستاويز اسائينٽ جي ڏيڻي ۾ ترميم ڪري يا ان جي وضاحت ڪري. لاڳاپيل بيڪج لاءِ آر ايف بي جاري ڪرڻ ۽ واک سيڪيورٽي جمع ڪرائڻ جو پتو هيٺ ڏنل آهي:



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ويب سائيت: https://sindheducation.gov.pk/ -SE&LD
ايس بي بي آر ايف بي: https://portalsindh.eprocure.gov.pk
ايس بي بي يونٽ: https://www.pppnitsindh.gov.pk

ايس بي بي آر ايف بي: https://portalsindh.eprocure.gov.pk
ايس بي بي يونٽ: https://www.pppnitsindh.gov.pk



· 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

SECTION OFFICER (PLANNING) 19/10/20



GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT
PUBLIC PRIVATE PARTNERSHIP NODE
Karachi, dated, 03rd June 2025

NOTIFICATION

NO.PPP-N/SELD/CRC/4-1399/2025: In pursuance of Rule 31 of the Sindh Public Procurement Rules, 2010 (amended from time to time), the School Education & Literacy Department, Govt. of Sindh is pleased to constitute the Complaint Redressal Committee (CRC) with the following composition and Terms of Reference, for addressing the complaints of bidders that may occur during the procurement proceedings of all projects initiated by Public Private Partnership (PPP) Node, SE&LD:

NO.	DESIGNATION	STATUS
1	Special Secretary (PDF), School Education & Literacy Department	Chairman
2	Representative of Account General, Sindh (Not below the rank of BS-18)	Member
3	An Independent Professional from the relevant field concerning the procurement process in question, is 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:

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with the Sindh Public Procurement rules and regulations.
- Annual in whole or in part, any unauthorized act or decision of the procurement committee; and provide while re-issuing tenders, the procuring agency may change the specifications and other contents of bidding documents, as deemed appropriate.
- Recommend to the head of department 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.
- Reverse any decision of the procurement committee or substitute its own decision for such a decision; provided that the complaint Redressal committee shall not make any decision to award the contract.
- 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.

-ZAHID ALI ABBASI-
SECRETARY TO GOVT OF SINDH

Karachi, dated, 03rd June 2025

NO.PPP-N/SELD/CRC/4-1399/2025:

A copy is forwarded for information to:

- The Members of the Committee (All)
- The D.S Staff to the Chief Secretary, Sindh, Karachi
- The PS to Chairman Planning & Development Department, Govt. of Sindh, Karachi
- The PS to Minister for Education & Literacy Department, Karachi
- The PS to Secretary School Education & Literacy Department, Govt of Sindh, Karachi
- The office copy
- The official website



(SAJID HUSSAIN CHANDIO)
ASSISTANT DIRECTOR

RECEIVED
P & D Board

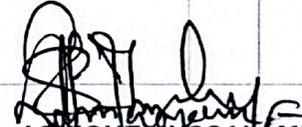


**GOVERNMENT OF SINDH
PUBLIC PRIVATE PARTNERSHIP NODE
SCHOOL EDUCATION AND LITERACY DEPARTMENT**

ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)

Financial Year: 2024-25

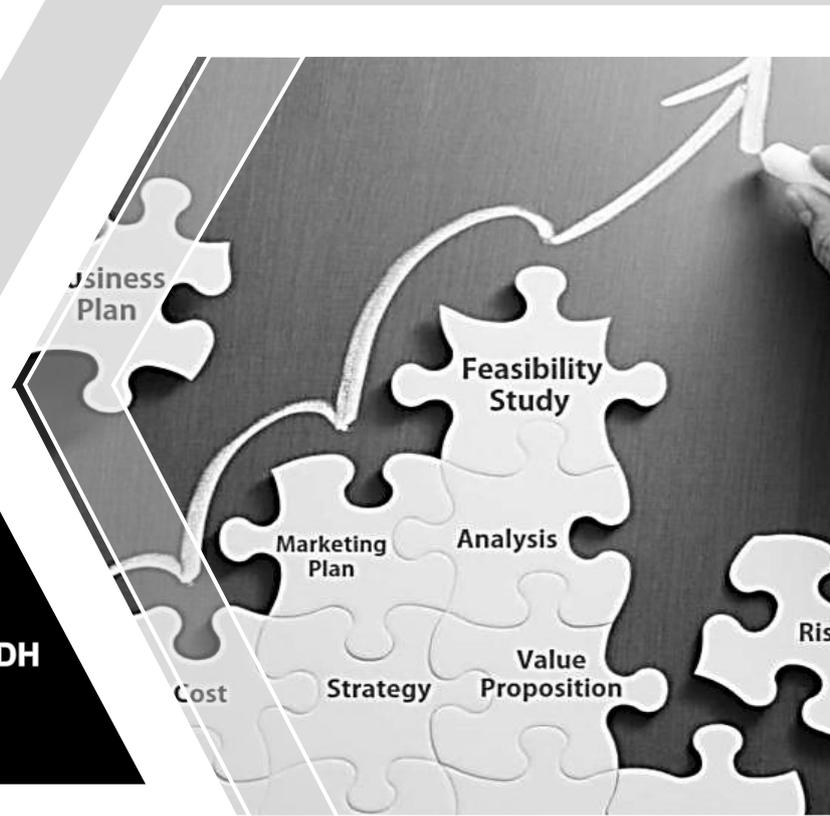
Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated bid cost (PKR in Million)	Funds allocated (Million)	Source of funds (ADP/ Non-ADP)	Proposed procurement method	Timing of procurements				Remarks		
								1 st	2 nd	3 rd	4 th			
Upgradation Management & Operation of Government Hospital 50 bedded under Public-Private Partnership Mode														
1.	Impact Assessment And Transaction Advisory Services For Education Management Reform Project In Sindh Under Public Private Partnership Mode	N/A	N/A	PKR [50 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.										✓				


 (Dr. ASHIQUE HUSSAIN MEMON)
 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**

**IMPACT ASSESSMENT AND TRANSACTION
ADVISORY SERVICES FOR EDUCATION
MANAGEMENT ORGANIZATION REFORM IN SINDH
UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

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

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

RFP Reference No: SELD-PPPN/PROC- IA&TAS/2025-26
Procuring Agency: Public Private Partnership Node, School Education & Literacy
Department, Government of Sindh,
Address: 05th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi.
Issued on: 28th November, 2025

Important Notice

This Request for Proposal document ('**RFP Document**') is issued to prospective Bidders, whether individual firms or consortia, exclusively for the purpose of preparing and submitting Bids in connection with the Bidding Process concerning the Impact Assessment and Transaction Advisory Services for 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 defined otherwise herein, all capitalized terms shall carry the meanings ascribed to them within this RFP Document.

The Procuring Agency prepared this RFP Document for the Assignment, which was subsequently reviewed and approved by the consultant selection committee of the Procuring Agency constituted pursuant to the SPP Rules. Neither the Procuring Agency, its constituent entities, nor any of their respective employees, personnel, or agents, provide any representation or warranty, whether expressed or implied, as to the accuracy or completeness of the information contained within this RFP Document or any other document furnished to a Person in relation to the Bidding Process for the Assignment. Accordingly, these parties shall bear no liability whatsoever for this RFP Document or for any other written or oral communication transmitted to a recipient during such recipient's evaluation of Bids. Furthermore, none of these parties, their employees, personnel, agents, consultants, advisors, or contractors, shall be liable to reimburse or compensate any recipient for any costs, fees, damages, or expenses incurred by said recipient in the evaluation of or action upon this RFP Document, or otherwise in connection with the Assignment as contemplated herein.

The submission of Bids in response to this RFP Document by any Bidder shall signify the Bidder's full understanding and unconditional acceptance of all terms and conditions stipulated within this RFP Document. Such submission shall be irrevocably deemed as an acknowledgment and acceptance of all terms and conditions set forth herein. Any Bid submitted by a Bidder pursuant to this RFP Document shall be interpreted on the basis that the Bidder has conducted a thorough and meticulous examination of this RFP Document, inclusive of any clarifications, addenda, or corrigenda issued by the Procuring Agency, and has independently verified all information, whether written or verbal, received from the Procuring Agency (including its employees, personnel, agents, consultants, advisors, and contractors).

This RFP Document does not, and shall not be construed to, constitute a solicitation for transaction advisory services or an invitation to participate in the Assignment in any manner, nor shall it imply or constitute any guarantee or commitment, of any nature, on the part of the Procuring Agency that the Contract for the Assignment will be awarded. The Procuring Agency expressly reserves the right, in its sole and absolute discretion, and to the fullest extent permissible under the SPP Rules, to modify this RFP Document, alter the scope of the Assignment, or cancel the Bidding Process at any stage, without incurring any liability to reimburse or compensate any recipient for costs, taxes, expenses, or damages that may be incurred by such recipient as a consequence of such actions.

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Section I – Letter of Invitation

RFP Ref No.: SELD-PPPN/PROC-IA&TAS/2025-26
Karachi, dated 28th November, 2025

The Public Private Partnership (PPP) Node, School Education and Literacy Department, Government of Sindh (the '**Procuring Agency**') has conceived Project for 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**').

The Procuring Agency hereby establishes the following ineligibility and conflict of interest restrictions for this assignment: The following entities and individuals shall be considered ineligible to participate, directly or indirectly, in the procurement process under this assignment: a) Any organization currently engaged, or previously engaged, in the Education Management Organization (EMO) reform initiative as an EMO Operator, Independent Expert, or Independent Auditor under contracts awarded by the School Education and Literacy Department of the Government of Sindh; b) Any subsidiary, affiliate, associate, or sister concern of such organizations, whether legally distinct or part of the same corporate group; c) Any individual who is currently employed by, or has been engaged in any capacity by any of the aforementioned organizations or their affiliates, and has actively participated or employed (by any of these organizations including the procuring agency) in the EMO initiative within the past two (02) years from the date of issuance of this solicitation;

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 mechanisms 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 03rd December, 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 the School Education and Literacy Department (SE&LD) <https://www.sindheducation.gov.pk/> or by sending a request via email addressed to the Procuring Agency at ppp.fsta@gmail.com; or seld.pppn@gmail.com.

¹ Selection Method: Quality & Cost Based Selection Method
Weightage:
Technical Proposal: 70%
Financial Proposal: 30%

Prospective bidders are required to submit only one (1) bid, comprising one (1) Technical Proposal and one (1) Financial Proposal, along with other applicable supporting documents, as identified in the RFP Document, electronically via the Sindh PPRA E-Pak Acquisition & Disposal System ('**SPPRA EPADS**'), no later than **12:00** hours PST on January 06, 2026 ('**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 the event of a public holiday or any unforeseen circumstance on the Bids Submission Deadline, bids, including the bid securities, shall be received and opened on the next business day at the same time and venue. Following the 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.

Bidders are required to furnish, as part of the Technical Proposals, a scanned copy of Bid Security equivalent to **PKR 1 million** (Pakistani Rupees One Million Only) in the form of a pay order/ demand draft/bank guarantee, valid for twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of **Senior Director, Public Private Partnership Node, School Education & Literacy Department**. The original hard copy of Bid Security, sealed in an envelope, shall be submitted via mail/hand to the address below on or before Bid Submission Deadline.

Prospective bidders may acquire the RFP Document free of cost with effect from December 03, 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 Node** or from **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 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 the issuance of RFP Document and the submission of the bid security is:

Attention: Senior Director, Public Private Partnership Node, School Education & Literacy Department, Govt. of Sindh

Address: 05th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi

Phone: +92-2199210102; +92-333-5350879; +92-301-3881499,
+92-334-2772001

Email: ppp.fsta@gmail.com; seld.ppn@gmail.com

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

Section II – Instructions to Consultants

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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) **'Assignment'** means the procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation) and Section II (Bid Data Sheet) of the RFP Document.
 - (b) **'Best Evaluated Bid'** means, in the case of Public Private Partnership Projects, a bid that attains the highest score under criteria laid down in Rule 84 of the SPP Rules, read with the evaluation criteria specified in the respective bidding documents.
 - (c) **'Bid'** means a tender or an offer, comprising a Technical Proposal and a Financial Proposal, submitted by a Bidder in response to and in accordance with the RFP Document.
 - (d) **'Bidder'** means a Person or Consortium that submits, or intends to submit, a Bid in response to this RFP Document.
 - (e) **'Bidding Procedure'** or **'Bidding Process'** means the procurement procedure under which the Bids are invited, received, opened, examined, and evaluated by the Procuring Agency for the purpose of Contract award, in accordance with this RFP Document, including the SPP Rules.
 - (f) **'Bid Price'** means the consultancy fee for providing services under this Assignment as quoted by the Bidder in its Financial Bid.
 - (g) **'Bid Security'** means a financial guarantee provided by Bidder in the form of a pay order, demand draft, call deposit, bank guarantee, to demonstrate its commitment to the Assignment's Bidding Process.
 - (h) **'Board'** means the Public-Private Partnership Board established under Section 4 of the Sindh Public-Private Partnership Act, 2010.

- (i) **'Business Days'** means normal working days in the province, excluding Saturday, Sunday, and official Government holidays.
- (j) **'Calendar Days'** means any day of the week, including weekends and public holidays.
- (k) **'Conditional Bid'** means a Bid that imposes conditions or deviates substantially from, modifies, or contravenes any of the terms, conditions, specifications, or requirements of this RFP Document.
- (l) **'Conflict of Interest'** means any situation where: (i) a Bidder (or any party affiliated with the Bidder) provides, could provide, or could be perceived as providing, biased professional advice to the Procuring Agency to obtain an undue advantage for itself or those affiliated with it; (ii) a Bidder (or any party affiliated with the Bidder) receives or gives any remuneration, directly or indirectly, in connection with the Assignment, except as expressly provided for in the Contract; (iii) any engagement in consulting or other procurement activities of a Bidder (or any party affiliated with the Bidder) conflicts with its role or relationship with the Procuring Agency under the Contract; or (iv) an official of the Procuring Agency directly involved in the Bidding Process has a financial or economic interest, whether direct or indirect, in the outcome of the procurement.
- (m) **'Consortium'** means a group of two or more Persons (which may include technical, financial, social & environmental, and legal members) lawfully associated to submit a single Bid.
- (n) **'Consultancy Service Agreement'** or **'Contract'** means the legally binding agreement, incorporating all terms and conditions (including general and special conditions, specifications, drawings, and the Terms of Reference/scope of the Assignment), to be executed between the Procuring Agency and the Bidder whose Bid is determined to be the Most Advantageous Bid, pursuant to the selection method and criteria specified in this

RFP Document and in accordance with the SPP Rules.

- (o) **'Consultant'** means a professional entity capable to study, design, organize, evaluate, and manage projects, or assess, evaluate, and provide specialist advice or technical assistance for policy-making, institutional reforms, and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, and nongovernmental organizations.
- (p) **'Detailed Design'** means the final engineering and technical design of a Project, based on which the Project construction or development shall be undertaken by the concessionaire or Private Party following the execution of the concession agreement.
- (q) **'Data Sheet'** means Section II of this RFP Document, which specifies conditions and information particular to this Assignment and supplements these Instructions to Consultants.
- (r) **'Eligible Bidder'** means a Bidder whose Technical Proposal is found to meet the eligibility and technical evaluation criteria specified in this RFP Document, thereby qualifying for the opening and evaluation of its Financial Proposal.
- (s) **'Financial Bid' or 'Financial Proposal'** means the financial component of the Bid submitted by the Bidder in accordance with this RFP Document, detailing the costs for the Assignment.
- (t) **'Financial Close'** means the stage at which all loan agreements are executed with lenders and the requisite equity is arranged by the Special Purpose Vehicle/Company (SPV) of the private party (the preferred bidder for Project implementation), ensuring that the complete funding required to implement the Project is secured to the full satisfaction of

financing agreement conditions for loan disbursement.

- (u) **'Foreign Company'** means any company or corporate body incorporated outside Pakistan that has an established place of business or liaison office in Pakistan, whether directly or through an agent, physically or via electronic mode, or otherwise conducts any business activity in Pakistan.
- (v) **'Government'** means the Government of Sindh.
- (w) **'International Financial Institution'** means a financial institution established by more than one country and includes multilateral and regional development banks.
- (x) **'Instructions to Consultants'** means this document (Section II of the RFP Document), which provides Bidders with all the information necessary for the preparation of their Bids.
- (y) **'Key Professional Staff'** or **'Key Experts'** means the core team of professionals proposed by the Bidder, possessing the requisite qualifications and experience, to undertake the key activities of the Assignment.
- (z) **'Letter of Award'** means the formal letter of acceptance of a Bid issued by the Procuring Agency to the Bidder whose Bid has been determined to be the Most Advantageous Bid, in accordance with the criteria and other terms and conditions set forth in this RFP Document.
- (aa) **'Lead Member'** means member of a Consortium (being an enterprise, firm, or company registered as a National Company with the relevant authorities, as applicable, in Pakistan) designated with the primary responsibility to the Procuring Agency for leading and coordinating the execution of the entire Assignment.
- (bb) **'Letter of Invitation'** means the document included as Section I of this RFP Document, issued by the Procuring Agency to solicit Bids

from Eligible Bidders in accordance with the SPP Rules.

- (cc) **'Most Advantageous Bid'** means a Bid that:
 - (i) meets all eligibility and qualification criteria;
 - (ii) is found to be substantially responsive to all terms, conditions, and specifications set out in this RFP Document; and (iii) is evaluated as the highest-ranked Bid based on the quality and cost evaluation methodology, as further specified in this RFP Document.
- (dd) **'National Company'** means any any enterprise, firm, or company established or incorporated in Pakistan in accordance with applicable Pakistani laws.
- (ee) **'PDF'** means the portable document format used for the electronic submission of the Technical Proposal, Financial Proposal, and any other documents required under this Bidding Document via the SPPRA EPADS, in accordance with the Submission Guidelines.
- (ff) **'Person'** means a consulting firm or legal entity (including a sole proprietorship, partnership, public or private company, or corporation incorporated in accordance with applicable laws) or a Consortium/Joint-Venture of such firms or entities formed in accordance with this RFP Document.
- (gg) **'PPP Policy Board'** means the Board constituted under Section 4, to perform the functions outlined under Section 5, of the Sindh Public-Private Partnership Act, 2010.
- (hh) **'Public Private Partnership'** or **'PPP'** means a contractual arrangement between a public sector agency and a private sector party, leveraging the expertise and resources of each partner to deliver public services or infrastructure, through an appropriate allocation of resources, risks, and rewards, to meet clearly defined public needs.
- (ii) **'Private Party'** means a person or entity that enters into a PPP agreement with a Government Agency, and includes a foreign government, an entity owned or controlled by a

foreign government, or a company incorporated under the laws of Pakistan.

- (jj) **'Procuring Agency'** or **'Agency'** means the department, as identified in the Data Sheet, which issues this RFP Document, manages the Bidding Process, and will enter into the Contract with the selected Bidder.
- (kk) **'Project'** means a project implemented as a PPP in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010.
- (ll) **'Proposals'** means the Technical Proposal and the Financial Proposal, submitted by a Bidder as a separate PDF files in accordance with the RFP Document.
- (mm) **'Request for Proposal'** or **'RFP Document'** means this Standard Bidding Document in its entirety, including all sections, forms, annexures, and any addenda or corrigenda subsequently issued by the Procuring Agency for the selection of a Bidder in accordance with the SPP Rules.
- (nn) **'Response Document'** means a document issued by the Procuring Agency providing clarifications or responses to queries raised by prospective Bidders in connection with this RFP Document, in accordance with the SPP Rules.
- (oo) **'SPPRA'** means the Sindh Public Procurement Regulatory Authority, established under the Sindh Public Procurement Act, 2009.
- (pp) **'SPPRA EPADS'** means the SPPRA Sindh e-Pak Acquisition & Disposal System (accessible via Public Procurement Regulatory Authority Sindh EPADS website), the link for which is provided in the Data Sheet.
- (qq) **'SPP Rules'** means the Sindh Public Procurement Rules, 2010, as amended from time to time, and includes any instructions, guidelines, regulations, or orders issued thereunder.

- (rr) **'Standard Bidding Documents'** means the documents notified by the Authority for the preparation of Bids in a uniform manner.
- (ss) **'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 Data Sheet.
- (tt) **'Technical Bid'** or **'Technical Proposal'** means the technical component of the Bid to be submitted by the Bidder in accordance with this RFP Document, detailing the approach, methodology, qualifications, and experience with supporting documents, as applicable, for undertaking the Assignment.
- (uu) **'Terms of Reference'** or **'TOR'** means the document included as Section V of this RFP Document, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, expected results and deliverables of the Assignment, and payment mechanism to undertake the Assignment.

1.2 The words and expressions used but not specifically defined in the RFP Document shall have the same meaning as are assigned to them in the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010 (as amended). In the absence of a definition in said Acts, or rules framed thereunder, terms shall be interpreted according to their ordinary and common usage in the English language.

2. Introduction

- 2.1 The Procuring Agency, as named in the Data Sheet, will select a Bidder in accordance with the selection method and criteria specified in the Data Sheet and this RFP Document.
- 2.2 Eligible Bidders (shortlisted if so as applicable and mentioned in the Data Sheet) are invited to submit a Technical Proposal and a Financial Proposals, or a Technical Proposal only, as specified in the Data Sheet. The submitted Proposal(s) will form the basis for Contract negotiations and, ultimately, for a signed Contract with the selected Bidder.

- 2.3 Prospective Bidders are required to thoroughly familiarize themselves with all applicable laws, rules, and the terms and conditions contained within this RFP Document and to take them into account when preparing their Proposals. Bidders are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attendance at any such pre-proposal conference is optional, unless otherwise stated in the Data Sheet. Bidders may liaise with the Procuring Agency's designated representative, named in the Data Sheet, for clarifications in accordance with the procedures outlined herein.
- 2.4 Bidders shall bear all costs, expenses, and liabilities associated with the preparation and submission of their Proposals and any subsequent Contract negotiations. The Procuring Agency reserves the right, in accordance with the SPP Rules, to annul the Bidding Process or reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder(s) and without any obligation to inform the affected Bidder(s) of the grounds for the Procuring Agency's action.
- 2.5 Procuring Agency may provide certain facilities and inputs if, and as, specified in the Data Sheet.
- 3. Conflict of Interest**
- 3.1.1 Bidders/ Consultants are required to provide professional, objective, and impartial advice and to hold the Procuring Agency interests paramount. They shall strictly avoid any conflict with other assignments or their own corporate or personal interests. Bidders have an unequivocal obligation to disclose to the Procuring Agency any situation of actual, potential, or perceived Conflict of Interest that impacts, or could impact, their capacity to serve the best interest of the Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract, in addition to any other remedies available to the Procuring Agency under the SPP Rules.
- 3.1.2 Without limitation on the generality of the foregoing, Bidders/ Consultants (and any of their affiliates) shall be considered to have a Conflict of Interest and shall not be eligible for award of a Contract under, inter alia, any of the following circumstances:
- (a) A Bidder/ Consultant that has been engaged by the Procuring Agency to provide goods, works, or services (other than consulting services) for

a project, or any of its affiliates, shall be disqualified from providing consulting services related to those specific goods, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods, works, or services (other than consulting services that are a natural continuation of the initial assignment, if explicitly permitted) resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (b) A Bidder/ Consultants (including its personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may place it in a position of conflict with another assignment of the Consultant/ Bidder being executed for the same Procuring Agency or for another Procuring Agency, if such conflict could impair its capacity to act in the best interest of the Procuring Agency.
- (c) A Consultant/ Bidder (including its personnel and sub-consultants) that has a business or family relationship with a member of the Procuring Agency's staff, or any member of a relevant committee or board of the Procuring Agency, who is directly or indirectly involved in any part of:
 - (i) the preparation of the Terms of Reference for this Assignment;
 - (ii) the selection process for such Assignment; or
 - (iii) the supervision or administration of the Contract resulting from such Assignment, may not be awarded a Contract unless the conflict has been demonstrably resolved in a manner acceptable to Procuring Agency and in accordance with applicable laws.

Conflicting Relationship

- 3.2 Government officials and civil servants may only be hired as consultants (either individually or as part of a Bidder's team) if:

- (a) They are certified to be on leave of absence without pay from their official position;
- (b) They are not being hired by the agency for which they were working immediately prior to their leave, and a minimum specified period of six months;
- (c) They submit the requisite documents as identified in the Data Sheet; and
- (d) Their employment as a Consultant would not give rise to any Conflict of Interest, actual or perceived, as defined herein or under applicable law.

4. Fraud and Corruption

4.1 It is the Government's and the Procuring Agency's policy to require that Bidders, Consultants, suppliers, and contractors under contracts financed by public funds observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency adheres to the SPP Rules, which define, for the purposes of this provision, the terms set forth below as **'Corrupt and Fraudulent Practices'**:

- (a) **'Coercive Practice'** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to improperly 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 an improper purpose, including influencing improperly the actions of another party or the Procuring Agency, or to establish prices at artificial, non-competitive levels, with or without the knowledge of the Procuring Agency, for any wrongful gain.
- (c) **'Corrupt Practice'** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party or an official of the Procuring Agency in the procurement process or in contract execution.

- (d) **'Fraudulent Practice'** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party or the Procuring Agency to obtain a financial or other benefit or to avoid an obligation.
- (e) **'Obstructive Practice'** means deliberately destroying, falsifying, altering, or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation by the Procuring Agency or other competent authorities into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/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 (ii) acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights provided for under the SPP Rules and the Contract.

Pursuant to SPP Rule 35, a Procuring Agency can, inter alia, disqualify or blacklist a Bidder or Consultant found to be indulging in any Corrupt and Fraudulent Practices. Such debarment or blacklisting shall be duly publicized and communicated to the SPPRA. Any Bidder or Consultant subject to such action shall be accorded an adequate opportunity of being heard prior to a final decision.

5. Integrity Pact

- 5.1 Pursuant to Rule 89 of the SPP Rules, each Bidder (in the case of a Consortium, each member), as part of its Technical Proposal, shall be required to submit a signed copy of an Integrity Pact in the format prescribed by the Authority and attached hereto as Appendix-A, for all procurements. Failure to submit the Integrity Pact may result in disqualification.

6. Eligible Consultants

- 6.1 If a shortlisting or pre-qualification process has been undertaken through a Request for Expression of Interest (REOI) in accordance with Rules 73 & 74 of the SPP Rules for the Contract(s) for which this RFP Document is being issued, only those firms (and, in the case of Consortium, with the same partner(s) and substantially the same Consortium structure as pre-qualified/shortlisted) that were formally pre-qualified or shortlisted are eligible to submit a Bid.

- 6.2 Bidders/ Consultants shortlisted as a result of a prior REOI process, if any, are eligible to participate, subject to the conditions stated in IT Clause 6.1.
- 7. Eligibility of Sub-Consultants**
- 7.1 A shortlisted or pre-qualified Bidder/ Consultant (if applicable, as per ITC Clause 6) shall not be permitted to associate, for the purpose of this Bid, with other consultants or entities that participated in the shortlisting/pre-qualification process and failed to qualify, unless otherwise expressly permitted by the Procuring Agency in writing due to exceptional circumstances and in accordance with SPP Rules.
- 8. Only One Proposal**
- 8.1 Each Bidder (including each member of a Consortium) may submit only one Bid in response to this RFP, either individually or as a partner in a Consortium. If a Bidder submits or participates in more than one Bid (either individually or as a partner in different Consortia), all such Bids involving that Bidder shall be disqualified. Furthermore, participation of the same sub-consultant, including individual experts or Key Professional Staff, in more than one Bid submitted by different Bidders is not allowed, and may result in the disqualification of such Proposals.
- 9. Proposal Validity**
- 9.1 The Data Sheet shall indicate the required Proposal validity period, which shall not be more than ninety (90) Days for National Competitive Bidding (NCB) and one hundred and twenty (120) Days for International Competitive Bidding (ICB), from the Bid Submission Deadline. During this period, Bidders shall maintain the availability of the Key Professional Staff nominated in their Technical Proposal. The Procuring Agency will make its best effort to complete negotiations and award the Contract within this period. Should the need arise, however, the Procuring Agency may request Bidders, in writing, to extend the validity period of their Proposals in accordance with the SPP Rules.
- 9.2 Bidders who agree to such an extension shall confirm in writing:
- (a) Their agreement to the extension of the Bid validity; and
 - (b) That they maintain the availability of all Key Professional Staff nominated in the Technical Proposal. Alternatively, if Key Professional Staff are no longer available, the Bidder may, with their confirmation of the extension,

propose replacement staff of equal or superior qualifications and experience for the Procuring Agency's review and approval. Such approval shall not be unreasonably withheld. The Procuring Agency will assess such replacements to ensure the Bidder's proposal remains responsive and capable. Bidders who do not agree to an extension request have the right to refuse, and their refusal shall not result in the forfeiture of their Bid Security, though their Bid will no longer be considered for award.

9.3 Bidders shall submit the required Bid Security, in the amount and form specified in the Data Sheet, along with their Technical Proposal. The Bid Security shall be one (1) million. Failure to submit an acceptable Bid Security in a manner provided in the Data Sheet shall result in the rejection of the Bid.

**10. Clarification and
Amendment in
RFP Documents**

10.1 Bidders may request clarification of any part of this RFP Document in writing (or by email, as specified in the Data Sheet). Such requests must be received by the Procuring Agency at the address indicated in the Data Sheet no later than the date specified therein, which shall typically be at least five (5) Calendar Days prior to the deadline for submission of Bids. The Procuring Agency shall respond in writing (which may include email and posting on its website and/ or the SPPRA website) to such queries within three (3) Calendar Days of receipt, or as otherwise specified in the Data Sheet. The compiled queries and responses (without identifying the source of the inquiry) shall be communicated to all parties who have obtained the RFP Document directly from the Procuring Agency. Should the Procuring Agency deem it necessary to amend the RFP Document as a result of a clarification, it shall do so following the procedure under Clause 10.2.

10.2 At any time before the deadline for submission of Bids, the Procuring Agency may amend this RFP Document by issuing an addendum or corrigendum in writing. Any such addendum or corrigendum shall be considered an integral part of the RFP Document and will be communicated in writing (email or registered post or courier and posting on its website and the SPPRA EPADS website) to all Bidders who have obtained the RFP Document. Bidders shall acknowledge receipt of all amendments in writing to the Procuring Agency. To give Bidders reasonable time to take an amendment

into account in preparing their Bids, the Procuring Agency may, at its discretion, particularly if the amendment is substantial, extend the deadline for the submission of Bids in accordance with the SPP Rules.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Bidders are expected to examine in detail all sections and requirements of this RFP Document. Material deficiencies in providing the information requested (including, but not limited to, deviations from scope, insufficient demonstration of experience, lack of qualification of personnel, or non-compliance with eligibility criteria or minimum qualification score) may result in the rejection of a Bid.
- 11.2 The Data Sheet will indicate either the estimated number of Professional Staff-months or the total available budget for the Assignment, but not both. Bidders shall base their Proposals on the specific parameter (staff-months or budget) provided by the Procuring Agency in the Data Sheet.

12. Language

- 12.1 The Proposal, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, the language specified in the Data Sheet for translation shall govern. While not mandatory, it is desirable that the Bidder's Key Professional Staff possess a working knowledge of regional languages of Pakistan relevant to the Assignment's location.

13. Technical Proposal Format and Content

- 13.1 While preparing the Technical Proposal, Bidders shall give due attention to the following:
- (a) If a considers that it does not possess all the requisite expertise for the Assignment, it may associate with other firms or entities in a Consortium or through a sub-consultancy arrangement, as appropriate and permissible under the Data Sheet, to achieve a full range of expertise. International Consultants are encouraged to seek the participation of local Pakistani Consultants by entering a partnership as a Consortium or subcontracting part of the

Assignment, subject to SPP Rules and any specific requirements in the Data Sheet.

- (b) For Assignments on a staff-time basis, the estimated number of professional staff-months, if provided, will be given in the Data Sheet. The Bidder's proposal shall, however, be based on the number of professional staff-months estimated by the Bidder itself as necessary to complete the Assignment. For fixed-budget based assignments, the available budget will be stated in the Data Sheet, and the Bidder's Financial Proposal shall not exceed the budget.
- (c) It is desirable that majority of the Key Professional Staff proposed are permanent employees of the Bidder or have an established and stable working relationship with the Bidder or its constituent members (in case of a Consortium/JV).
- (d) Proposed Key Professional Staff must, at a minimum, possess the experience and qualifications indicated in the Data Sheet and/or Terms of Reference, preferably including experience working under similar geographical and contextual conditions.
- (e) Alternative professional staff for any single position shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each Key Professional Staff position identified.

13.2 Depending upon the nature of the Assignment, the Bidder shall provide the following information, using the standard forms provided in Section III of this RFP Document, and indicating whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) is required as specified in the Data Sheet:

- (a) A brief description of the Bidder's organization (and of each Consortium member, if applicable) and an outline of recent experience on assignments of a similar nature. For each such assignment, the outline should indicate, inter alia, the profiles of the staff involved, the duration of the assignment, the contract amount, and the firm's specific involvement and responsibilities (**Form TECH-2**).

- (b) Any comments or suggestions on the Terms of Reference, and on the data, list of services, and facilities to be provided by the Procuring Agency, if any (**Form TECH-3**).
- (c) The proposed staff team composition by specialty, tasks that would be assigned to each staff team member, and their proposed time allocation and involvement (**Form TECH-5**).
- (d) CVs, recently signed by both the proposed Key Professional Staff and an authorized representative of the Bidder submitting the Proposal. Key information in the CVs should include the number of years working for the Bidder (or its members), academic qualifications, professional certifications, and the degree of responsibility held in various relevant assignments, as further detailed 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 Key Professional Staff team member (**Form TECH-7**).
- (f) A detailed description of the proposed methodology, work plan for performing the Assignment, staffing plan, and approach to monitoring and quality assurance, including 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. Any Technical Proposal containing financial information may be declared non-responsive.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section IV of this RFP Document). It shall list all costs associated with the Assignment, including, but not limited to:

- (a) Remuneration for staff (distinguishing between international, national, field, and home office

rates, as applicable and specified in the Data Sheet or forms); and

- (b) Reimbursable expenses as indicated and defined in the Data Sheet (if and as applicable, travel, accommodation, report printing, etc.).

Alternatively, if so permitted or required by the Data Sheet, the Bidder may provide its own detailed list of costs aligned with the prescribed structure. If appropriate, these costs should be broken down by activity and deliverable. All activities and items described in the Technical Proposal must be priced separately in the Financial Proposal. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be deemed to be included in the prices of other activities or items.

15. Taxes

- 15.1 The selected Bidder and its personnel will be responsible for payment of all applicable taxes (including but not limited to income tax, sales tax, stamp duty, and service charges) levied by the federal, provincial, or local governments in Pakistan, at the rates prevailing on the date of invoicing or payment as per applicable tax laws, or as stipulated in the Contract, unless the Bidder or the Assignment is expressly exempted by a competent tax authority under relevant law. The Procuring Agency may deduct applicable withholding taxes at source as per prevailing tax laws.

16. Submission, Receipt, and Opening of Proposals

- 16.1 Each Bidder (in the case of a Consortium, any member) shall register itself as a 'Supplier' on SPPRA EPADS by creating a dedicated account. The Bidder is responsible for ensuring its compliance with this requirement prior to the Bid Submission Deadline. The submission of the Bid shall be in accordance with any instructions set out for the 'single-stage two-envelope' procedure in the Submission Guidelines.
- 16.2 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons duly authorized to sign the Proposal. Submission letters for both the Technical and Financial Proposals should be in the format of **Form TECH-1 of Section III and Form FIN-1 of Section IV**, respectively. All pages of the original Technical and Financial Proposals shall be

initialled by an authorized representative of the Bidder. The authorization for the representative shall be in the form of a written power of attorney, which must accompany the Technical Proposal.

- 16.3 Bidder shall prepare scanned copies of original Technical Proposal and Financial Proposal, each as a separate PDF file entitled '**Technical Proposal**' and '**Financial Proposal**'. These PDF files, as part of the Bid, shall be submitted in accordance with instructions set out for the 'single-stage two-envelope' procedure of the Submission Guidelines.
- 16.4 Bids shall be submitted electronically via the SPPRA EPADS address indicated in the Data Sheet no later than the date and time specified in the Data Sheet ('**Bid Submission Deadline**'), or any extension thereof granted by the Procuring Agency. Any Bid, including an original copy of Bid Security, received by the Procuring Agency after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder. Bidders are solely responsible for ensuring Bids, including original copies of their Bid Securities, are delivered on time. To avoid delays, Bidders sending their Bid Security via courier are advised to dispatch them well in advance of the Bid Submission Deadline.
- 16.5 The Procuring Agency shall, at this Technical Proposals opening, publicly open and read out all Bids (Technical Proposals only) received by the Bid Submission Deadline at the date, time and place specified in the Data Sheet in the presence of Bidders' designated representatives, who choose to attend.
- 16.6 If the Technical Proposal and Financial Proposal (or any part thereof) are submitted together in one PDF file, other than as specified in the Instructions to Consultants, the entire Bid may be rejected. If any document required to be submitted with the Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with 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.
- 16.7 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.

16.8 Only Technical Proposals which are read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the RFP Document. No Bid shall be rejected at the time of opening of Technical Proposals except for late Bids, in accordance with ITC Clause 16.4.

16.9 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 ITC Clause 16.4). Following the opening of the Technical Proposals, the Procuring Agency shall prepare a record that shall include, as a minimum the name of the Bidder, and any other details such as the Procuring Agency/ Consultant Selection Committee may consider appropriate. 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.

17. Proposals Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, Bidders should not contact the Procuring Agency or any of its officials or evaluators on any matter related to their Technical and/or Financial Proposal, except for formally seeking or providing clarifications as permitted under this RFP. Any effort by a Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, or recommendation for award of Contract may result in the immediate rejection of that Bidder's Proposal and may also lead to other penalties as per SPP Rules.

17.2 Evaluators of Technical Proposals shall not have access to the Financial Proposals until the technical evaluation process, including any required approvals, is formally concluded and the results announced.

18. Evaluation of Technical Proposals

18.1 The evaluation committee, appointed by the Procuring Agency, shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by 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 qualifying score indicated in the Data Sheet or is found to be non-responsive to material requirements of the RFP Document.

In the case of Quality-Based Selection (QBS), Selection Based on Consultant's Qualifications (CQS), and Single-Source Selection (SSS), the highest-ranked Consultant or the firm selected on a single-source basis (as applicable per the selection method) is invited to negotiate its Proposal and the Contract, based on both the Technical Proposal and the (subsequently opened) Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (Applicable for Least Cost Selection (LCS), Quality and Cost-Based Selection (QCBS), and Fixed Budget Selection (FBS) Methods Only)

18.2 After the technical evaluation is completed and approved, the Procuring Agency shall notify in writing those Bidders whose Proposals have secured the minimum qualifying technical score, informing them of the date, time, and location for the public opening of Financial Proposals. A reasonable time shall be allowed for Bidders' representatives to attend the meeting for the opening of Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.

18.3 Financial Proposals of those Bidders whose Technical Proposals failed to meet the eligibility criteria or did not secure the minimum qualifying technical score shall be returned unopened to them after the bid validity period expired or Contract awarded to the successful Bidder.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Bidders designated representatives who choose to attend. At the opening, the names of the Bidders whose Technical Proposals met the minimum qualifying score, their technical scores, and the presence of their Financial Proposal will be announced. The Financial Proposal of each technically qualified Bidder will then be inspected to confirm that it has remained sealed and unopened. These Financial Proposals will then be opened one by one. The Bidder's name and total proposed Bid Price from each Financial Proposal shall be read aloud and recorded.

19.2 The Bid Evaluation Committee will examine the submitted Financial Proposals to confirm they are complete and to correct any computational errors. When correcting computational errors:

- (a) In case of a discrepancy between a partial amount (sub-total or unit price multiplied by quantity) and the total amount, the partial amount or the result of the unit price multiplication shall prevail, and the total amount shall be corrected accordingly, unless, in the opinion of the Bid Evaluation Committee, there is an obvious misplacement of the decimal point in a unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- (b) In case of a discrepancy between amounts in words and amounts in figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
- (c) Activities, services, and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities, services, or items. No separate payment will be made for items not priced.

19.3 Least Cost Selection (LCS) Method: If the LCS method is specified in the Data Sheet, the Bid from the technically qualified Bidder found to have the lowest evaluated Financial Proposal (after correction of any arithmetical errors) shall be deemed the Most Advantageous Bid and accepted for award, subject to any required verifications.

19.4 Quality and Cost-Based Selection (QCBS) Method: If the QCBS method is specified in the Data Sheet, the lowest evaluated Financial Proposal (Fm) from a technically qualified Bidder shall be awarded the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other technically qualified Financial Proposals shall be computed as indicated in the Data Sheet, typically utilizing the formula: $Sf=100 \times Fm/F$, where F is the evaluated price of the Financial Proposal under consideration. Proposals shall subsequently be ranked according to their combined technical (St) and financial (Sf) scores, using the weights (T = the weight assigned to the Technical Proposal; P = the weight assigned to the Financial Proposal; wherein T + P = 100%) indicated in the Data Sheet. The combined score (S) shall be calculated as

follows: $S = (S_t \times T/100) + (S_f \times P/100)$. The Bidder achieving the highest combined technical and financial score (S) shall be deemed to have submitted the Most Advantageous Bid and shall be invited for negotiations or Contract signing, as applicable.

19.5 Fixed-Budget and Quality-Based Selection Method: In the instance of Fixed-Budget and Quality-Based Selection, the Procuring Agency shall select the Bidder that submitted the highest-ranked Technical Proposal.

20. Negotiations

20.1 Negotiations shall be conducted on the date and at the address stipulated in the Data Sheet. The invited Bidder shall, as a prerequisite for attendance at said negotiations, confirm the availability of all Key Professional Staff enumerated in its Proposal. Failure to satisfy such a requirement may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must possess written authorization to negotiate and conclude a Contract.

21. Technical Negotiations

21.1 Technical Negotiations shall encompass a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions proffered by the Bidder to improve the Terms of Reference. The Procuring Agency and the Bidder shall finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting mechanisms. These documents shall subsequently be incorporated into the Contract as the '**Description of Services**'. Minutes of negotiations, duly signed by the Procuring Agency and the Bidder, shall become an integral part of the Contract.

22. Financial Negotiations

22.1 If applicable, it shall be the responsibility of the Bidder, prior to the commencement of financial negotiations, to contact the relevant local tax authorities to ascertain the tax liability to be borne by the Bidder under the Contract. Financial negotiations shall include, if necessary, clarification of the Bidder's tax liability and the manner in which such liability shall be reflected in the Contract, and shall also reflect any agreed-upon technical modifications in the cost of the services. The Bidder shall provide the Procuring Agency with the information on remuneration rates as described in the

Appendix attached to Section IV (Financial Proposal - Standard Forms of this Request for Proposal (RFP)).

23. Availability of Professional Staff/ Experts

23.1 Having selected the Bidder based, inter alia, upon an evaluation of the proposed Key Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Key Professional Staff named in the Technical Proposal. Prior to Contract negotiations, the Procuring Agency shall require assurance that the Key Professional Staff will be available. The Procuring Agency shall not consider substitutions during Contract negotiations unless it is mutually agreed by both parties that undue delay in the selection process renders such substitution unavoidable, or for reasons such as death or medical incapacity of the proposed personnel. If this is not the case, and if it is established that Key Professional Staff were included in the Proposal without confirmed availability, the Bidder may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall possess qualifications and experience equivalent to or exceeding those of the original candidate and must be submitted by the Bidder within the period specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 Subsequent to the completion of negotiations, if any, the Procuring Agency shall award the Contract to the selected Bidder. Within fifteen (15) days of the execution of the Contract, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the Bidding Process. Such publication shall identify the Bid by its procurement identifying number, if any, and shall include information such as the evaluation report, the form of contract, the letter of award, and the bill of quantities or schedule of requirements, as may be applicable.

24.2 Prior to the execution of the Contract, the Bidder shall be required to submit a performance security at the rate stipulated in the Data Sheet.

24.3 The Bidder shall commence the Assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

25.1 Information pertaining to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to Bidders who submitted Bids, or to other persons not officially concerned with the procurement process, until the publication of the bid evaluation

results or the award of the Contract. Any unauthorized use of confidential information related to the procurement process by any Bidder 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 of 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.	Description
ITC 1.1 ITC 2.1	<p>The Procuring Agency: Public Private Partnership Node, SE&LD Address: 5th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi. Website: https://sindheducation.gov.pk/ E-mail: ppp.fsta@gmail.com seld.ppn@gmail.com</p> <p>Phone: +92-2199210102; +923335350879; +923013881499 +923342772001</p> <p>The Assignment title is: Impact Assessment and Transaction Advisory Services for Education Management Reform Project under Public-Private Partnership Mode</p> <p>The RFP reference no. is: SELD-PPPN/PROC-IA&TAS/2025-26</p> <p>The market approach is: National competitive bidding – open to all the Eligible Bidders (individual firms or their Consortia)</p> <p>The Bidding Procedure: Single stage two envelope in accordance with terms Rule 46(2) read with Rule 75(2), using the Quality and Cost Based Selection (QCBS) Method as prescribed under Rule 72(3) of the SPP Rules</p>
ITC 2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Technical and Financial Proposals shall be submitted simultaneously as a separate PDF file via SPPRA EPADS in accordance with the Submission Guidelines.</p>
ITC 2.3	<p>A pre-proposal conference (pre-bid meeting) will be held: 12th December, 2025 at 4th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi @ 1500 Hours</p>

ITC 2.5 The Procuring Agency may provide facilities and inputs that may include:

- Access to relevant reference documents or information;
- Access to Project required sites as part of Assignment;
- Feedback and approvals on relevant reports from time to time;
- Any other support necessary for Assignment's smooth execution.

ITB 5.1 Bidder (in the case of a Consortium, each member thereof) shall undertake to sign an **Integrity Pact** as per the prescribed format and in accordance with the instructions outlined in this RFP Document.

ITC 6 **Shortlisted Consultants may associate with other shortlisted**
ITC 7 **Consultants:** Not applicable – the Bidding Process is open to all the Eligible Bidders.

ITC 8.1 Alternative bids **shall not** be considered in any case.

ITC 9.1 The Proposals shall remain valid for **ninety (90) days** effective from the Technical Proposals' opening date, January 06, 2026,

ITC 9.3 A scanned copy of the original Bid Security shall be required as part of the Technical Proposal. The Bid Security shall be 1 million (Pakistani Rupees One Million Only) issued from 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 favor 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 Procuring Agency's address provided below:

Attention: Senior Director, PPP Node, SE&LD

Address: 5th Floor, PNSC Building, M.T Khan, Road, Lalazar,

City: Karachi

ITC 10.1 Clarifications may be requested no later than five Calendar Days prior to the Bid Submission Deadline. The address for requesting clarifications is:

Attention: Senior Director, Public Private Partnership Node,
SE&LD
Address: 5th Floor, PNSC Building, M.T Khan Road, Lalazar,
City: Karachi
Phone: +92-2199210102; +923335350879; +923013881499
+923342772001
Email: ppp.fsta@gmail.com; seld.ppn@gmail.com;

Note: The Procuring Agency shall issue clarifications in response to prospective Bidders' written queries, provided such queries are received within the stipulated time ('**Response Document**'). The Response Document(s) shall be posted on the Procuring Agency's website and communicated to prospective Bidders who obtained the RFP Document directly from the Procuring Agency. Prospective Bidders are required to regularly access the websites to obtain such updates concerning the Assignment. Alternatively, prospective Bidders may confirm their intention to submit a Bid by sending an email with the subject line "Impact Assessment and Transaction Advisory Services for Education Management Reform in Sindh under PPP mode" to the email addresses provided above, to receive updates issued by the Procuring Agency prior to the Bid Submission Deadline.

ITC 10.2 Any information deemed necessary to extend the Bid Submission Deadline or amend the RFP Document subsequent to its issuance and prior to the Bid Submission Deadline shall be circulated through an advertising notice in newspapers and posted on the SPPRA and Procuring Agency websites, in accordance with the SPP Rules. The Procuring Agency shall similarly communicate this information to all prospective Bidders who have obtained the RFP Document, in line with ITC Clause 10.1 of this Bid Data Sheet.

ITC 12.1 The language of the submitted Bid shall be in **English**. All correspondence shall be exchanged in **English**. Supporting documents and literature requiring translation shall be translated into **English**.

- ITC 13.1(a)** **Maximum number of Consortium total members shall be:** Four (4),
ITC 1.1(I) This shall include the Lead Member (compulsory being a financial
ITC 1.1(z) member), technical members, and legal member of Consortium

In the case of a Consortium, the Technical Proposal shall be accompanied by a certified true copy (scanned) of the **Consortium Agreement**, which must contain the following:

- i. The date and place of execution of the Consortium Agreement;
- ii. The purpose of the Consortium (which must include details of the contract's scope for which the Consortium is submitting a Bid);
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment (it is expected that the Consortium's Lead Member would be authorized to incur liabilities, receive instructions, and manage all reporting requirements on time, for and on behalf of all members of the Consortium);
- iv. Delineation of duties, responsibilities, and scope of work to be undertaken by each member of the Consortium for the proposed services;
- v. An undertaking that the constituent firms are jointly and severally liable to the Procuring Agency for the performance of services;
- vi. The duties, responsibilities, and powers of the Lead Member; and
- vii. The authorized representative of the Consortium.

ITC 13.2 **The format of the Technical Proposal to be submitted is:** A Full Technical Proposal (FTP) containing all requisite information, including, but not limited to, a description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, Curricula Vitae (CVs) of the proposed Key Professional Staff, details of the Bidder's organization(s) and experience(s), comments on the Terms of Reference, and comments on the counterpart staff and/ or facilities. Submission of Technical Proposal in any other format shall lead to Bid being deemed non-responsive to RFP Document's requirements.

ITC 13.2(f) **Training is a specific component of this Assignment:** No

ITC 14.1 Bidders shall quote their Bid Prices in **Pak Rupees (PKR)**, using the standard forms as applicable, while submitting Bids to the Procuring Agency. The Contract shall be on a **fixed price or lump sum basis** (as further set out in this RFP's Section V – Terms of Reference), payable to the Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, subject to the satisfactory completion of respective milestones as specified in the Terms of Reference within this RFP Document.

ITC 15.1 **Amounts payable by the Procuring Agency to the Bidder** under the Contract are subject to local taxation, stamp duty, and service charges, as applicable at the Bid Submission Deadline. The Bidder shall incorporate all the applicable taxes into the Bid Price, subject to any exemption explicitly stated therein; otherwise, Procuring Agency shall presume that such applicable taxes are included in the Bid Price.

ITC 16 Bidder shall submit Bid using its dedicated account via the SPPRA
ITC 1.1(oo) EPADS. <http://portalsindh.eproce.gov.pk/>. The Bid Security, in the
ITC 1.1(rr) original form, shall be submitted on or before the Bid Submission Deadline at the address provided in the Data Sheet ITC Clause 9.3.

The deadline for Bid submission and opening is:

Date: January 06, 2026
Time: 12:00 & 13:00 Hrs. for submission and opening of Bid
Venue: The venue for opening of Bids and submission of original Bid Security in a sealed envelope is the Committee Room of the PPP Node, SE&LD.

Physical Bids, except for the original copy of Bid Security placed in a sealed envelope, submission is not permitted in any case whatsoever.

ITC 18.1
ITC 13.1
ITC 6.1
ITC 2.2

Eligibility Criteria: The Bidder (whether an individual firm or Consortium) shall qualify the following eligibility requirements as of the Bid Submission Deadline for further assessment (**technical evaluation and marking**):

- **Nationality:** Bidder (in case of Consortium, the Lead Member) must be incorporated or established in Pakistan, as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents constitutional documents as applicable under the law);
- **Registration:** Bidder (in case of a consortium, each member as *applicable*) must possess valid registration with: (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board (SRB) or relevant provincial tax authority; and (iii) Pakistan Engineering Council as Consulting Engineers, if applicable to the services;
- **Active Taxpayer:** Bidder (in case of Consortium, each member) be on the Active Taxpayer List of the FBR and have filed income tax returns for the last three (3) years;
- **Power of Attorney and Consortium Agreement:** Bidder (in case of Consortium, each member) shall submit a power of attorney, as required by this RFP Document, for the authorized signatory. Additionally, a Bidder applying as a Consortium shall submit the Consortium Agreement with its Technical Proposal;
- **Financial Turnover:** Bidder must have an average annual financial turnover of at least PKR 50 million during the last two years, verifiable from financial statements audited by a certified chartered accounting firm in Pakistan or as applicable. In the case of a Consortium, the Lead Member must individually demonstrate an average annual financial turnover of at least PKR 30 million, and the other members of the Consortium collectively must demonstrate an average annual financial turnover of at least PKR 20 million during the last three (3) financial years;
- **Experience:** The Bidder (or, in the case of a Consortium, the Technical Member) must have successfully completed at least one (01) completed impact assessment of education reform implemented by either the public / private or doner organization in any two (2) 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 one (1) project 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 one (1) project in the last ten (10) years.
- **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must possess and shall propose all **eligible** Key Professional Staff as listed under Technical Evaluation Criteria. Each Consortium member firm must assign at

least one (1) Key Professional Staff, and the Lead Member firm shall assign at least two (2) Key Professional Staff members to the Assignment;

- **Government Owned Organization:** If a Bidder (in case of Consortium, any member) is a government-owned organization, it must demonstrate that it is: (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 prior or existing contracts or relationships, which could materially affect its potential involvement or its ability to comply with the obligations set out herein with respect to this Assignment;
- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of: (i) non-performing contracts, along with cogent reasons for such non-performance; and (ii) any disputes, litigation, or arbitration cases currently in progress or pending 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 as of the Bid Submission Deadline; (iii) currently subject to bankruptcy or liquidation proceeding; and (iv) convicted of fraud, corruption, collusion, or money laundering.

Key Professional Staff Eligibility: Refer to pages # 47 to 48 of RFP
Technical Evaluation Criteria: Refer to pages # 44 to 46 of RFP

Bidders must carefully read and note the following conditions, which form an integral part of the evaluation criteria:

- i. Foreign entities participating in the Bidding Process as Consortium members (excluding the Lead Member) shall provide relevant registration documents and other applicable evidence from their respective regulatory and/or registration bodies in their home country;
- ii. The credentials and experience of sub-consultants are not eligible for scoring. Furthermore, the global experience of a parent company or associated firms abroad is not eligible for scoring unless the foreign company itself is a formal member of the Bidding Consortium;
- iii. The Procuring Agency shall consider the Bidder's experience to the extent of contracts directly awarded in Bidder's name (not that of their staff, or any parent or subsidiary company). Secondly, claimed experience or contracts (including respective milestones) must have been satisfactorily completed, as evidenced by supporting documents submitted with the Proposal;
- iv. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during the evaluation of Technical or Financial Proposal, as the case may be;

- v. If a Consultant is notified as qualified and awarded the Contract based on the experience of a Foreign Company within its Consortium, then requisite Professional Staff from that Foreign Company must be available (physically or virtually, as required by the Procuring Agency) during contract negotiations, if any are held, and must be fielded along with other Consortium members during the execution of targeted milestones.

ITC 18.1 **Eligibility Criteria (Mandatory Documents):** Bidder (in the case of
ITC 13.1 a Consortium, each member as applicable) shall enclose with the
ITC 6.1 Technical Proposal copies of the following documents, including but
ITC 2.2 not limited to (refer to the Eligibility and Technical Evaluation Criteria
for further details):

- i. Documents checklist, properly filled and duly signed and stamped by the Bidder's authorized representative (**Appendix – D**);
- ii. Registration details, including Memorandum & Articles of Incorporation (or equivalent documents of constitution/association) and documents of registration of the legal entity (including NTN, SRB, and PEC registration, as applicable);
- iii. Company profile, describing the nature of business and field of experience;
- iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of this Bid Data Sheet (**in case of a Consortium only**);
- v. Power of Attorney (**Appendix – C**);
- vi. Integrity Pact (**Appendix – A**);
- vii. Audit reports, including balance sheets, income statements, and cash flow statements for the last two (2) years, duly issued and verified by a certified chartered accounting firm;
- viii. Income tax returns filed for the last two (2) years;
- ix. Confirmation of submission of the Bid security financial instrument (without disclosing the amount thereof in the Technical Proposal);
- x. Qualification record indicating contracts scope and references proving completion of the requisite number of contract(s) within the last fifteen (15) years;
- xi. Work orders, contract agreements with a clear scope of work, and completion certificates (or any other substantial evidence sufficient to prove the completion of claimed experience);
- xii. CVs along with the latest educational degree or certificate of the Key Professional Staff dedicated to this Assignment;
- xiii. Details of historical contracts non-performance, if any, with reasons leading to such non-performance;
- xiv. Litigation history, including details of pending cases and the nature of such litigations;
- xv. An affidavit confirming that the Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization (**Appendix-B**);
- xvi. Any other document, including Bid Forms and referred to in the ITC, associated with qualifying the eligibility criteria, technical evaluation criteria, and other terms and conditions.

The prospective Bidders must carefully read and note the following conditions, which form an integral part of the evaluation criteria:

- i. Any Foreign Company participating in the Bidding Process as a Consortium member (other than the Lead Member) shall submit

- relevant documents issued by respective authorities/jurisdiction of its home country;
- ii. In case a Bidder proposes a Key Professional Staff member currently employed by a public sector organization, a '**No Objection Certificate (NOC)**', confirming the competent authority's approval of extraordinary leave for that individual in the event a Contract award be submitted with the individual's CV to attain allocated points under the technical evaluation;
 - iii. Bidder (whether an individual firm or Consortium) must provide valid documents against each criterion/sub-criterion as required for qualifying under the eligibility and technical evaluation criteria. **Proposal received with incomplete document(s) or without concrete evidence(s) as required under the RFP Document, including those specifically mentioned under the RFP Documents Checklist, shall be marked as disqualified or assigned zero marks, as applicable;**
 - iv. The Procuring Agency reserves the right to cross-verify information or request additional information/documents if deemed necessary during the Bidding Process to ensure the reliability of information and capability of the Bidder. Non-submission by the Bidder of required document(s) or information within the specified timeframe may result in disqualification or non-scoring of a particular credential, as applicable;
 - v. The Procuring Agency shall not consider any revised document or any unsolicited information relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Proposal during the Proposal evaluation stage for the purposes of its qualification and the assignment of marks. In other words, only those projects, staff, etc., that are part of, or proposed along with, the originally submitted Proposal at the time of the Bid Submission Deadline will be considered.

ITC 19.4 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100 points.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score of the Proposal under consideration, "Fm" is the price of the lowest evaluated Financial Proposal, and "F" is price of Financial Proposal under consideration.

Weights given to the Technical (St) and Financial (Sf) Proposals are: T (Technical) = 70 and P (Financial) = 30, (Where T + P = 100)

Proposals are ranked according to their combined technical score (St) and financial score (Sf) using these weights, as follows:

Combined Score S = (St x T%) + (Sf x P%)

- ITC 20.1** **The expected date and address for contract negotiation** is March 06, 2026, or immediately after the issuance of the Letter of Award to the Bidder whose bid shall be determined to be the Most Advantageous Bid. Negotiations will be held at the Committee Room of the PPP Node, SE&LD, 5th Floor, PNSC Building, M.T Khan Road, Lalazar, Karachi.
- ITC 23.1**
- ITC 24.1** The Procuring Agency shall **award the procurement Contract** to the Bidder that qualifies the eligibility or preliminary evaluation criteria and attains the highest combined technical and financial score, determined using the **Quality & Cost Based Selection (QCBS) method – Most Advantageous Bid**.
- ITC 24.2** The successful Bidder, whose Bid shall be determined and declared by the Procuring Agency as the Most Advantageous Bid, shall, upon receiving the Letter of Award, be required to furnish **performance security** equivalent to two **(2%) of the Contract or Bid Price**. This security shall be in the form of a **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 '**Senior Director, PPP Node, SE&LD**'.
- ITC 24.3** **The expected date for commencement of services is** March 11th, 2026, or immediately after the execution of the Contract by both parties.

Technical Evaluation Criteria (ITC 18.1)		Max Points	
Sr.	Sub-Criteria and Points		
1.	Firm's experience (Max. Points = 72)		
	Note:		
	i. Points for a specific project or milestone completed by Consortium members will be assigned only once. Furthermore, if a milestone is completed or achieved through a specific Consortium member firm (e.g., a legal or financial firm), points will be allocated to that Consortium member firm exclusively, contingent upon said firm's participation as a Consortium member in this procurement process;		
	ii. Individual milestones within a single project, whether of a similar or varied nature, will be assessed separately for the purpose of awarding points;		
	iii. Bidder's experience will be evaluated based on completed milestones for projects undertaken for public or private sector organizations, unless expressly specified otherwise;		
	iv. For projects listed under sub-criteria 1.1.1, 1.2.3, and 1.2.4, only the Bidder's experience with public sector clients will be considered. The client or counterparty for the completed milestone must be a verifiable public sector organization, as evidenced by contract documents;		
	v. Scores will be awarded to a Bidder based on verifiable milestones achieved for a project. Acceptable verification includes submitted work orders, contract agreements (clearly defining the scope of work), completion certificates, or other substantial evidence acceptable in lieu of completion certificates;		
	vi. For projects or assignments completed in currencies other than PKR, the historical exchange rate prevailing on the completion date of the respective milestone, as notified by the State Bank of Pakistan, will be utilized for conversion to PKR;		
vii. Points for completed projects or assignments will be awarded only once under the relevant category (i.e., either general or relevant experience), provided the project or assignment meets the stipulated criteria for that category; and			
viii. Bidders must provide all supporting documents and evidence of experience and clearly reference			
	1.1 General Experience (Maximum Points = 12)		
	1.1.1 The Bidder (in case of a Consortium, the technical member) must have at least one (01) completed impact assessment of education reform, in any two (02) of the followings: (i) school improvement programs, (ii) curriculum development programs, (iii) teaching improvement programs and (iv) policy development programs in the last fifteen (15) years with any assignment minimum value of PKR 05 Million for local projects and USD 20,000 for internationally funded projects [3 points for each project] .	06	
	1.1.2 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (bid document and draft agreement) for an infrastructure or social development or EPC or turnkey projects, with each project's minimum estimated value of PKR 05 million completed within the last ten (10) years [3 points]	03	
	1.1.3 Bidder's (in case of a Consortium, financial member) experience in developing financial model and/ or project structuring for infrastructure or social development or EPC or turnkey projects, with each project's minimum estimated value of PKR 05 million, completed within the last ten (10) years [3 points]	03	
	1.2 Relevant Experience (Maximum Points = 60)		
	1.2.1 The Bidder's (in case of a Consortium, technical member) must demonstrate verifiable experience of having independently completed assignment/ research/ study/ service delivery for Impact Assessment of education reform for one project with a minimum value of PKR 05 million or USD 20,000/-. [15 points] in the last 10 years;	15	
	1.2.2 Bidder's (in case of a Consortium, technical member) the technical member must demonstrate one (01) completed assignments in any two (02) of the followings (i) school improvement programs, (ii) teaching improvement programs, (iii) education policy development program, and (iv) curriculum development programs with a minimum value of PKR 05 million or USD 20,000 in the last 15 years. [7.5 points for each project [total points 15];	15	

<p><i>these documents within the Checklist submitted as part of the Technical Proposal.</i></p>	<p>1.2.3 The Bidder (in case of a Consortium, the legal member) shall demonstrate its specific experience in preparing bidding packages (including RFP and draft PPP concession agreement, incorporating key performance indicators and risk-sharing mechanisms) within a Public Private Partnership (PPP) framework, or other public educational facilities or any other sector undertaken within the last ten (10) years [15 points]</p>	<p>15</p>								
	<p>1.2.4 Bidder's (in case of a Consortium, financial member) experience in preparing financial model, transaction structuring, and risk matrix for Public–Private Partnership (PPP) projects, with each project's minimum estimated value of PKR 05 million completed within the last ten (10) years [15 points]</p>	<p>15</p>								
<p>Total Points (General and Relevant Experience)</p>		<p>72</p>								
<p>2. Key Professional Staff (Max Points = 08)</p> <p><i>Note: The proposed staff (Financial, Technical, and Legal) must qualify the following requirements to be eligible for attaining the points as detailed in this section (refer to the subsequent table illustrating the points weightage allocated to each staff member based on qualification and relevant experience):</i></p> <ul style="list-style-type: none"> <i>i. The individual must not exceed sixty (60) years of age as of the Bid Submission Deadline;</i> <i>ii. The individual must possess valid registration with relevant professional bodies (PEC, ICAP, PCATP), as applicable under the laws or by-laws of their respective country. The proposed staff's registration number with the pertinent regulatory bodies, where applicable, must be stated in the CV;</i> <i>iii. Where applicable, NOC issued in respect of Key Professional Staff working with public sector organization strictly in terms of the RFP;</i> <i>iv. Points will be awarded based on the individual meeting the minimum qualification and experience criteria specified in the scoring table herein.</i> 	<p>2.1 Financial Team:</p> <table border="1" data-bbox="813 719 1998 799"> <tr> <td style="width: 5%;">i.</td> <td style="width: 75%;">Financial Team Leader</td> <td style="width: 20%; text-align: right;">6.0 points</td> </tr> <tr> <td>ii.</td> <td>PPP Specialist</td> <td style="text-align: right;">4.0 points</td> </tr> </table>	i.	Financial Team Leader	6.0 points	ii.	PPP Specialist	4.0 points	<p>02</p>		
	i.	Financial Team Leader	6.0 points							
	ii.	PPP Specialist	4.0 points							
<p>2.2 Technical Team:</p> <table border="1" data-bbox="813 887 1998 1007"> <tr> <td style="width: 5%;">i.</td> <td style="width: 75%;">Senior Researcher/Team Leader</td> <td style="width: 20%; text-align: right;">6.0 points</td> </tr> <tr> <td>ii.</td> <td>Education Specialist</td> <td style="text-align: right;">2.0 points</td> </tr> <tr> <td>iii.</td> <td>School Infrastructure Technical Assessment Engineer</td> <td style="text-align: right;">2.0 points</td> </tr> </table>	i.	Senior Researcher/Team Leader	6.0 points	ii.	Education Specialist	2.0 points	iii.	School Infrastructure Technical Assessment Engineer	2.0 points	<p>04</p>
i.	Senior Researcher/Team Leader	6.0 points								
ii.	Education Specialist	2.0 points								
iii.	School Infrastructure Technical Assessment Engineer	2.0 points								
<p>2.3 Legal Team:</p> <table border="1" data-bbox="813 1201 1998 1281"> <tr> <td style="width: 5%;">i.</td> <td style="width: 75%;">Legal Team Leader</td> <td style="width: 20%; text-align: right;">5.0 points</td> </tr> <tr> <td>ii.</td> <td>Procurement Specialist</td> <td style="text-align: right;">3.0 points</td> </tr> </table>	i.	Legal Team Leader	5.0 points	ii.	Procurement Specialist	3.0 points	<p>02</p>			
i.	Legal Team Leader	5.0 points								
ii.	Procurement Specialist	3.0 points								
<p>Total Points (Key Professional Staff)</p>		<p>08</p>								

3. Financial Capability (Max. Marks = 10) <i>Note: The Bidder (in case of a Consortium, all members) shall submit audited financial statements for the last two (2) years. However, in the case of a Consortium, the financial capability of the Consortium Members combined shall be considered to meet the specified criteria.</i>	3.1 Average annual turnover of last three (3) years <table border="1" data-bbox="817 225 2000 341"> <tr> <td>i.</td> <td>≥ PKR 501 million</td> <td>6.0 points</td> </tr> <tr> <td>ii.</td> <td>≤ PKR 500 million and ≥ PKR 251 million</td> <td>4.0 points</td> </tr> <tr> <td>iii.</td> <td>≤ PKR 250 million and ≥ PKR 50 million</td> <td>2.0 points</td> </tr> </table>	i.	≥ PKR 501 million	6.0 points	ii.	≤ PKR 500 million and ≥ PKR 251 million	4.0 points	iii.	≤ PKR 250 million and ≥ PKR 50 million	2.0 points	10
i.	≥ PKR 501 million	6.0 points									
ii.	≤ PKR 500 million and ≥ PKR 251 million	4.0 points									
iii.	≤ PKR 250 million and ≥ PKR 50 million	2.0 points									
4. Understanding of the Assignment and Proposed Methodology (Max. Marks = 10)	4.1 Understanding of the Assignment and Proposed Methodology with Work Plan containing pragmatic approaches, including those mentioned below, towards achieving the Assignment's desired objectives and targeted milestones set in TOR within the stipulated timelines:	10									
Grand Total Points (Technical Evaluation Criteria)		100									
Qualifying Points (Minimum 50% Points per Category)		75									

Note: Bidder (individual firm or Consortium) must attain at least 75 points St and 50% points under each category, as listed at Sr. # 1 to 4 tabulated above, 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) or equivalent	25%	≥ 10 years' experience in infrastructure or social sector related transaction advisory services	75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
1.2	PPP Specialist	CA/ CFA/ ICMA/ ACCA/ MBA (Finance) or equivalent	25%	≥ 10 years' experience in developing financial models/ financial structuring for infrastructure related projects, with a financial close of minimum three (3) projects	75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
2.	Technical Team				
2.1	Education Team Leader	PHD in Education, Social Sciences or related field	25%	≥ 10 years' experience in Educational Leadership and Management/ Education Policy or Teacher Education projects with research publications in relevant areas	75%
		M.Phil. / MS in Education / Social Sciences or related field	15%	≥ 8 years' experience of education policy / management and leadership / education sector projects	60%
2.2	Education Specialist (Research)	M.Phil./ MS in Education	25%	≥ 8 years of experience in education, with expertise in teacher education, curriculum development, and assessment or related projects	75%
		MA Education / B.Ed in the relevant field or equivalent	15%	≥ 5 years of experience in academic education, with expertise in teacher education, assessment or related projects	60%
2.3	Infrastructure Technical	Postgraduate in Civil / structural engineering or relevant field	25%	≥ 8 years of experience educational / training facility design, assessment and monitoring & evaluation	75%

	Assessment Engineer	Bachelor in Civil/ structural engineering or relevant field	15%	≥ 5 years' experience educational / training facility design, assessment and monitoring & evaluation	60%
3.	Legal Team				
3.1	Legal Team Leader	LLM/ Bar at Law/ JD/ LPC/ or equivalent LLB/ or equivalent	25%	≥ 10 years' experience of legal advisory on social sector development projects	75%
				≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
3.2	Procurement Specialist	LLM/ Bar at Law/ JD/ LPC or equivalent LLB/ or equivalent	25%	≥ 10 years' experience of drafting procurement documents e.g., EOIs, RFQ, RFP, Concession/ PPP agreements/ EPC contracts/ agreement negotiations	75%
				≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%

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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A. Consultant's Organization.....	49
B. Consultant Experience.....	50
Form TECH-3. Comments and Suggestions on the Terms of Reference an on Counterpart Staff and Facilities to be Provided by the PA	
A. On the Terms of Reference.....	51
B. On Counterpart Staff and Facilities.....	52
Form TECH-4. Description of Approach, Methodology, and Work Plan for Performing the Assignment.....	53
Form TECH-5. Team Composition and Task Assignments.....	54
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Form TECH-7. Staffing Schedule.....	56
Form TECH-8. Work Schedule.....	57

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: *[Name 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, each as a separate PDF file, via the SPPRA EPADS in accordance with the Submission Guidelines.

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. Suggested changes for the improvement of the Assignment's Terms of Reference as part of the Form Tech-4 may also be reflected under this section.]*

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 the understanding 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. In addition, the Bidder shall suggest and address the following components separately using the bullet points (mention 'None' against the respective heading if no explanation or comments are required to be proposed by a Bidder):*

- *Appreciation and clarity of the Project;*
- *Understanding of the Assignment's objectives;*
- *Proposed quality methodology (concise, clear, and complete);*
- *Innovativeness or suggested changes with valid value additions for improvements in the Assignment's TORs;*
- *Stakeholders management plan during undertaking the Assignment;*
- *Existing commitments, engagements, and available strength with justification to complete the existing Assignment on time.*
- *Suggested changes with valid value additions for improvements in the Assignment's Terms of Reference (the proposed suggestions and changes may include offering additional key tasks or resources reasonably required for bringing value additions or innovations for undertaking the Assignment);*
- *Existing commitments, engagements, and available strength with justification.*

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 an understanding of the TOR and the 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 the team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]*

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 (with Registration Number)**: _____
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.**

Date: _____

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

Full name of authorized representative: _____

Form Tech-7. Staffing Schedule²

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

² For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

³ For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

⁴ Field work means work carried out at a place other than the Consultant's hom/e office.

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 in accordance with ITC Clauses 13.2 & 24.1 of Section 2 of the RFP Document.]

Form FIN-1. Financial Proposal Submission Form.....	59
Form FIN-2. Summary of Costs.....	60
Form FIN-3. Breakdown of Costs by Activity.....	61
Form FIN-4. Breakdown of Remuneration.....	62
Form FIN-5. Breakdown of Reimbursable Expenses.....	64
Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....	66

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 figures⁷]*.

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 below⁸:

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: _____

⁷ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

⁸ If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs⁹

Item No.	Description of Services	Costs (in PKR)
1.	<p>Phase I: Impact Assessment & Transaction Preparation (T1 = Effective from the Contract Signing Date)</p> <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 • Draft Final Report • Final Report with Executive Summary, Detailed Findings, and Recommendations, and project structure for approval from the PPP Policy Board 	
2.	<p>Phase II: Bid Management (RFP-1 & II) (T2 = Effective from Project's Preparation & Approval)</p> <ul style="list-style-type: none"> • Preparation and Approval of Bidding Documents from TFEC. • Marketing, Prebid and Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts 	
3.	<p>Phase III: Transaction Negotiation & Closure (RFP-I&II) (T3 = Effective from the Issuance of Letters for Award of Contracts)</p> <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession Agreement • Commencement Date notification / CPs Completion/ Issuance of effective date notification 	
Total Cost of Financial Proposal (inclusive of all the taxes)¹⁰		

⁹ 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.

¹⁰ 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 Activity¹¹

Group of Activities: ¹²	Description: ¹³			
_____	_____			
_____	_____			
Cost Component	Costs ¹⁴			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ¹⁵				
Reimbursable Expenses				
Subtotals				

NOT APPLICABLE

¹¹ 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.

¹² Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹³ Short description of the activities whose cost breakdown is provided in this Form.

¹⁴ Indicate between brackets the name of the foreign currency, use the same columns and currencies of Form FIN-2.

¹⁵ 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 Remuneration¹⁶

[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 ¹⁷	Position ¹⁸	Staff-month Rate ¹⁹	Input ²⁰ (Staff-months)	[Indicate Foreign Currency # 1] ₂₁	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
Total Costs							

NOT APPLICABLE

¹⁶ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

¹⁷ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

¹⁸ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

¹⁹ Indicate separately staff-month rate and currency for home and field work.

²⁰ 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.

²¹ 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.

Form FIN-5. Breakdown of Reimbursable Expenses²⁶

[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 ²⁷	Unit	Unit Cost ²⁸	Quantity	[Indicate Foreign Currency # 1] ²⁹	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³⁰	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 ³¹							
Total Costs								

NOT APPLICABLE

²⁶ Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

²⁷ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

²⁸ Indicate unit cost and currency.

²⁹ 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.

³⁰ Indicate route of each flight, and if the trip is one- or two-ways.

³¹ 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 ³²	Unit	Unit Cost ³³
	Per diem allowances	Day	
	International flights ³⁴	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	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 ³⁵		

³² Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

³³ Indicate unit cost and currency.

³⁴ Indicate route of each flight, and if the trip is one- or two-ways.

³⁵ 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:

$$\text{Leave cost as per percentage of salary}^{36} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

³⁶ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

- 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, 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:

Consultant'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 ³⁷	Overhead	Subtotal	Fee ³⁸	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

³⁷ Expressed as percentage of 1

³⁸ Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Public Private Partnership Node, School Education & Literacy Department, Government of Sindh
Assignment Title	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), 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, selected private schools, and 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 investors' participation under the bidding process for each procurement round, assist the Procuring Agency while undertaking the procurements, including biddings, transaction negotiations, and then achieve financial closure as further detailed in the TOR's Assignment Scope.</p>
Contract Duration	12 Months / Milestones Based (subject to contract signing for RFP#1,2,3 & 4)
Contract Type	Lump-sum or Fixed
Procurement Framework	Sindh Public Procurement Act, 2009, including the SPP Rules, Regulations, Orders or Instructions framed thereunder.
Market Approach	National competitive bidding
Selection Method	Quality cost-based selection
	Weightage: Technical Proposal: 70% Financial Proposal: 30%
Commencement Date (Expected)	March 11, 2026, 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-Shahdadkot & 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. PROJECT CONCEPTUALIZATION

The proposed Project has been conceived by the PPP Node, 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 (i) conduct the impact assessment of EMO reforms of the expiring PPP contracts (RFP-1 to RFP-4) in comparison to other public sector schools and selected private schools and (ii) to provide the transaction advisory services for RFP-1 and RFP-2 under public-private partnership mode (the '**Assignment**') in accordance with the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

3. PROJECT RATIONALE AND OBJECTIVES

The Project aims to assess the impact and effectiveness of the Education Management Organization (EMO) Reform implemented under the PPP modality to improve school governance and education quality in Sindh. The findings will guide evidence based decisions on whether to continue, modify, or restructure the reform for greater sustainability and impact.

The Project Objectives are:

- i. Evaluate the overall success and impact of the EMO reform in improving school governance, quality of education, student performance, and service delivery.
- ii. Conduct a comparative analysis between EMO-managed schools and traditionally managed public schools and selected private schools.
- iii. Assess the cost-effectiveness of EMO contracts in comparison to the traditional governance model.
- iv. Identify key implementation challenges and bottlenecks faced during the reform.
- v. Collect and analyze stakeholder perceptions, including those of government officials, EMOs, school staff, students, and parents.
- vi. 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.
- vii. Development of transaction advisory documents for future projects under EMO Reform.
- viii. Whether to continue group of school model for EMO reform.

4. 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.

4.1. 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:

4.1.1 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.

4.1.2 Framework Report
Institutional and regulatory framework analysis.

4.1.3 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:

- 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.
- 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.

4.2. 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:

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

- i. Develop a marketing and communication strategy for each Project separately to sensitize potential investors and other project stakeholders;
- ii. Sensitize potential operators for the Project and seek their feedback for incorporation in the Projects structures;
- iii. Seek operators' interest/ feedback on the Project prior to launch of official solicitation;
- iv. Arrange investor conferences/ road shows and visits to market the Project;
- v. Devise quantitative and qualitative KPIs along with deduction mechanism;
- vi. 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;
- vii. Develop and finalize evaluation criteria and the terms of the bid documents;

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

- i. Prepare annual procurement plans;
- ii. Prepare responses to the prospective bidders queries;
- iii. Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- iv. 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;
- v. 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;
- vi. 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;
- vii. Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed), for necessary approvals;
- viii. Assist the Procuring Agency in issuance of Letter of award/acceptance to Preferred Bidder;
- ix. Advice on bid related correspondence with bidders during the entire bidding process relating to the Projects.

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

4.3.1 Transaction Negotiation & Financial Closure

- i. Support in negotiations and in finalization of the Project agreements between the Procuring Agency, other stakeholders and the winning bidders/ SPVs;
- ii. 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;
- iii. 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;
- iv. Draft and negotiate further project agreements including but not limited to independent expert agreement, independent auditor agreement and escrow agreement;
- v. Provide opinion to the Procuring Agency on any matter relating to the Project during the Assignment's entire course of the Contract;
- vi. 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 Bidder shall provide the Services to the Procuring Agency for the Proposed Concessions for the Project. At any stage or during any phase, upon the Procuring Agency's request, the legal, technical, and financial consultants (as members of the Consortium) shall furnish opinions or assistance on any matter (including litigation with desk assistance), document, or agreement related to the Project. The Consortium's internal coordination shall be the sole responsibility of the Lead Member.*

The Bidder is hereby expressly notified that following the submission of each deliverable report, the Procuring Agency will hold a review meeting of Oversight Committee. The Bidder is responsible for the overall coordination to convene these meetings before each deliverable. Attendance at these meetings, including pre-bid and TFEC meetings, by all proposed Key Professional Staff is a mandatory part of this Assignment. For each instance of non-attendance by a Key Professional Staff, the Procuring Agency shall deduct an amount equivalent to three percent (3%) of the respective deliverable or sub-milestone payment. For each instance of non-attendance by the Lead Staff (Financial/ Technical/ Legal), the Procuring Agency shall deduct an amount equivalent to five percent (5%) of the respective deliverable or sub-milestone payment. Please note if multiple Key Professional Staff from a Consortium Member found absent during any meeting, the deduction amount (calculated as above) will be multiplied by the specified percentage by the Procuring Agency to determine the eligible payment releases to the Consortium Members.

5. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of 12 Months, effective from the contract agreement signing expected in the 2nd Week of March, 2026. 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 two rounds of procurement (RFP 1 & 2). **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment ³⁹
5.1	Phase I – Impact Assessment & Transaction Preparation (T1 = Effective from the Contract Signing Date)		
5.1.1	Inception Report (detailing methodology, sampling plan, tools, and work plan).	T1 + 2 weeks	15%
5.1.2	Draft Impact Assessment Report	T1 + 3 weeks	10%
5.1.3	Presentation of findings in Stakeholders Validation Workshop	T1 + 4 Weeks	10%
5.1.4	Draft Final Report	T1 + 7 weeks	15%
5.1.5	Final Report with Executive Summary, Detailed findings, and recommendations subject to approval from the PPP Policy Board	T1 + 2 Months	20%
5.2	Phase II (a)– Bid Management (RFP-I & II) (T2 = Effective from Project's Preparation & Approval)		
5.2.1	Preparation and Approval of Bidding Documents from TFEC	T2 + 1 Month	10%
5.2.2	Marketing Prebid and Submission of Bid Evaluation Reports & Issuance of Letters for Award of Contracts	T2 + 3 Months	5%
5.3	Phase III (a) – Transaction Negotiation & Closure (RFP-I & II) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
5.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	5%
5.3.2	CPs completion/Issuance of effective date notification	T3 + 1 Month	10%

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).

³⁹ Payment schedule is mentioned as a percentage (%) of the total Contract Price

6. 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 facsimile 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 2199210102; +92 333-5350879; +92 301-3881499;
+92 334-2772001

E-mail: seld.pppn@gmail.com

7. RELEVANT INFORMATION

For more information relating to the Bidding Process, **please keep visiting the websites:** <https://www.sindheducation.gov.pk/> and <https://portalsindh.eprocure.gov.pk/>

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).*

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.
- 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**
- 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.
- 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.
- 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:

- (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

- | | |
|---|--|
| 2.1. 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

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.

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.

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

2.5.4. **Payments:** 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 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. Performance 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 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: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</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 Project's 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. The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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 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 thirty (30) 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 execution subject to the terms and conditions laid down in the RFP Document.

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. Reporting obligations include but is not limited to the following (**refer to the TOR's and GCC 6.5.1. for further details**):

- Inception Report
- Technical Feasibility Report
- Economic Financial Viability Assessment
- PPP Option Analysis with Risk Matrix
- Market Viability Assessment
- Institutional & Regulatory Assessment Report
- PPP Options, Risk Matrix & Value for Money Analysis Report
- Project 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 submitting **performance security** equivalent to **2% of the Contract Price** in shape of **Bank Guarantee** issued by a scheduled bank in Pakistan in favor of **'Managing Director, Sindh Technical Education and Vocational Training Authority'**. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the Procuring Agency'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 Section V – Terms of Reference of RFP Document.
-
- GCC 8.2.1.** Disputes shall be settled in accordance with the Arbitration Act, 1940.
-

Draft Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of Assignment]*, by and between *[insert PA’s name]* (“PA”) having its principal place of business at *[insert PA’s address]*, and *[insert Consultant’s name]* (“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**
 - 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**’).
 - 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.
- 2. Term**
 - 2.1 The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - 3.1 **Ceiling:** For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed *[insert amount]*. 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.
 - 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.
- 4. Economic Price Adjustment**
 - 4.1 Not applicable
- 5. Project Administration**
 - 5.1 **Coordinator:** The Procuring Agency designates Mr./Ms. *[insert name]* as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for

payment, and for acceptance of the deliverables by the PA.

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 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 _____

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 unto 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-24.2 of Instructions to Consultants, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses ITC-9.1 & 9.2 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	_____
_____	3. Title	_____
Corporate Secretary (Seal)		
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	_____
_____	3. Title	_____
Corporate Secretary (Seal)		
2. _____		

(Name, Title & Address)		Corporate Guarantor (Seal)

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

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

..... *[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 time 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: _____ Name of the Consultant: _____
 Signature: _____ Signature: _____
[Seal] [Seal]

Appendix B – Affidavit (non-blacklisting)***[On stamp paper of PKR 500]****[Location, Date]*To: *[Name and address of PA]***Re: Impact Assessment and Transaction Advisory Services for Education Management Reform Project in Sindh under Public Private Partnership Mode.**

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 Attorney⁴⁰

[On stamp paper of PKR 500]

[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 Education Management Reform Project in Sindh under Public Private Partnership Mode ('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 Agriculture, Supply & Prices 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 Project 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

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

Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____

⁴⁰ 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 – Documents Checklist

The prospective Bidder (individual firm or consortium) shall provide the **checklist, attached with Form Tech-1 (TECHNICAL PROPOSAL SUBMISSION FORM)**, 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 if the completion certificates are not available) 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 repeat 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.
- **the Bidder must note that the Procuring Agency's Committee, during the evaluation process, shall rely on the following information provided by the Bidder. It is the sole responsibility of the Bidder to provide the information in a proper manner as required under the Checklist.**

Bidder's Name: _____
RFP Ref. No.: _____
Procuring Agency: _____
Assignment Title: _____
Submission Date: ___ / ___ / 2026 **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	<input type="checkbox"/>	

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: _____

List of Facilities:

No.	RFP	Package	District	School Name	SEMIS Code	School Type
1	RFP # 1	-	Khairpur	GBHS Koro Goth	415030378	Construction
2	RFP # 1	-	Sukkur	GGHS Arain	418050131	Construction
3	RFP # 1	-	Khairpur	GBHS Tando Mir Ali	415060810	Construction
4	RFP # 1	-	Khairpur	GBHS Jhajh Regulator	415010528	Construction
5	RFP # 2	-	Khairpur	GHS Karoondi	415010524	Construction
6	RFP # 2	-	Khairpur	GHS Bozdar Wada	415060807	Construction
7	RFP # 2	-	Khairpur	GHS Kolab Jial	415040383	Construction
8	RFP # 2	-	Sukkur	GHS Abad Lakha	418050091	Construction
9	RFP # 2	-	Sukkur	GHS Bedil Bekas	418020125	Construction
10	RFP # 3	-	Khairpur	GBHS Tando Nazar Ali	415030402	Construction
11	RFP # 3	-	Khairpur	GBHSS Setharja	415060822	Construction
12	RFP # 3	-	Khairpur	GBHS Satabo	415020317	Construction
13	RFP # 3	-	Khairpur	GBHS Sami	415080275	Construction
14	RFP # 3	-	Khairpur	GBHS Gagri	415030380	Construction
15	RFP # 3	-	Khairpur	GBHS Hussainabad	415050584	Construction
16	RFP # 3	-	Khairpur	GBHS Fakirabad	415050578	Construction
17	RFP # 3	-	Khairpur	GBHS Pir Essa	415020309	Construction
18	RFP # 3	-	Khairpur	GBHS Drib Mehar Shah	415040380	Construction
19	RFP # 3	-	Sukkur	GGPS Numaish Colony	418030006	Construction
20	RFP # 3	-	Sukkur	GGLSS Bhellar	418010546	Construction
21	RFP # 3	-	Sukkur	GBHS Kamal Khan Indhar	418010592	Construction
22	RFP # 3	-	Sukkur	GBHS Dodanko	418020391	Construction
23	RFP # 3	-	Sukkur	G (N) Modern High School	418030070	Construction
24	RFP # 4	Package # 1	Sukkur	GBHS Hussain Kalwar	418010579	Construction
25	RFP # 4	Package # 1	Sukkur	GBPS Radhi	418010055	Group
26	RFP # 4	Package # 1	Sukkur	GBPS Budh	418010367	Group
27	RFP # 4	Package # 1	Sukkur	GBPS New Budh	418010414	Group

28	RFP # 4	Package # 1	Sukkur	GBHS Mulla Ali	418010570	Construction
29	RFP # 4	Package # 1	Sukkur	GBPS Dadloi	418010005	Group
30	RFP # 4	Package # 1	Sukkur	GBPS Bakhshan Khan Chakrani	418040048	Construction
31	RFP # 4	Package # 1	Sukkur	GBHS Lal Jurio Khan Shambani	418040163	Group
32	RFP # 4	Package # 1	Sukkur	GBPS Duhalwaro	418040009	Group
33	RFP # 4	Package # 1	Sukkur	Govt. (P) Municipal Boys High School, Old Sukkur	418030063	Construction
34	RFP # 4	Package # 1	Sukkur	GGPS Old Sukkur	418030008	Group
35	RFP # 4	Package # 1	Sukkur	GBELS Islamia Sukkur	418030054	Group
36	RFP # 4	Package # 1	Sukkur	GBPS Main Old Sukkur	418030028	Group
37	RFP # 4	Package # 1	Sukkur	GBHS No. 1 Sukkur	418030057	Construction
38	RFP # 4	Package # 1	Sukkur	GBPS Main Sukkur	418030030	Group
39	RFP # 4	Package # 1	Sukkur	GGELS Gharibabad	418030049	Group
40	RFP # 4	Package # 2	Larkana	GGPS Ali Mohammad Chawro	413020111	Construction
41	RFP # 4	Package # 2	Larkana	GBPS Ratokot	413020289	Group
42	RFP # 4	Package # 2	Larkana	GGPS Wikiya Sangi	413020088	Construction
43	RFP # 4	Package # 2	Larkana	GBPS Vikya Sangi	413020298	Group
44	RFP # 4	Package # 2	Larkana	GBPS Dhamrah 1	413020027	Group
45	RFP # 4	Package # 2	Larkana	GBPS Dhamrah 2	413020365	Group
46	RFP # 4	Package # 2	Larkana	GGLS Kehar	413020384	Construction
47	RFP # 4	Package # 2	Larkana	GHS Kehar	413020395	Group
48	RFP # 4	Package # 2	Larkana	GGPS Wadi Wahani	413010046	Construction
49	RFP # 4	Package # 2	Larkana	GBPS Gabar Masan	413010012	Group
50	RFP # 4	Package # 3	Kambar-Shahdadkot	GGMS Ghazi Khan Markhand	427040073	Construction
51	RFP # 4	Package # 3	Kambar-Shahdadkot	GGPS Gaji Khuhawar	427040069	Construction

52	RFP # 4	Package # 3	Kambar-Shahdadkot	GBPS Ghulam Nabi Abro	427040015	Group
53	RFP # 4	Package # 3	Kambar-Shahdadkot	GBHS Waso Kalhoro	427060176	Construction
54	RFP # 4	Package # 3	Kambar-Shahdadkot	GBPS Dera	427060011	Group
55	RFP # 4	Package # 3	Kambar-Shahdadkot	GBPS Ghazi Jalbani	427060141	Construction
56	RFP # 4	Package # 3	Kambar-Shahdadkot	GBHS Monder Lakha	427060177	Construction
57	RFP # 4	Package # 3	Kambar-Shahdadkot	GBPS Khuda Bux Wahocho	427060157	Group
58	RFP # 4	Package # 3	Kambar-Shahdadkot	GBPS Sawali Wahocho	427060105	Group
59	RFP # 4	Package # 4	Dadu	GBHS Taga	402010649	Construction
60	RFP # 4	Package # 4	Dadu	GBMS Waleed Shaikh	402010609	Construction
61	RFP # 4	Package # 4	Dadu	GGLSS Kamal Khan Lund	402020486	Construction
62	RFP # 4	Package # 4	Dadu	GBPS Cheejani	402020242	Group
63	RFP # 4	Package # 4	Dadu	GGPS Ghulam Hussain Gaadhi	402020098	Construction
64	RFP # 4	Package # 4	Dadu	GBPS Ghazi Jamali	402020070	Group
65	RFP # 4	Package # 4	Dadu	GBHS Patt Gul Mohammad	402020495	Construction
66	RFP # 4	Package # 4	Dadu	GGPS Bachal Pusia	402030093	Construction
67	RFP # 4	Package # 4	Dadu	GBPS Thariri Jado Shaheed	402020206	Group
68	RFP # 4	Package # 4	Dadu	GBPS Molvi Abdul Aziz	402020456	Group