

# GOVERNMENT OF SINDH

SCHOOL EDUCATION AND LITERACY DEPARTMENT



March 24, 2022

## INVITATION FOR BIDS INSTRUCTIONS TO PROSPECTIVE BIDDERS

FOR

NATIONAL COMPETITIVE BIDDING  
SINGLE STAGE – TWO ENVELOPE PROCEDURE  
RULE 46(2) OF SPPRA RULES 2010 (AMENDED UP TO DATE)

# IMPORTANT NOTICE

---

This Invitation for Bids is provided to the recipients solely for use in preparing and submitting Bids in connection with the competitive bidding process for the Sindh Education Management Organizations Reform; there-to manage and operate the Facilities in PPP mode for a term of the Concession Period. This Invitation for Bids is being issued by the School Education and Literacy Department, Government of Sindh, solely for use by prospective bidders in considering the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Definitions of this Invitation for Bids.

The evaluation criteria is determined by the School Education and Literacy Department, Government of Sindh. Neither any of these entities, nor their consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Invitation for Bids or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Invitation for Bids or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to this Invitation for Bids by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Invitation for Bids and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Invitation for Bids. Any Bids in response to the Invitation for Bids submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Invitation for Bids and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors, etc.).

This Invitation for Bids does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The School Education and Literacy Department, Government of Sindh reserves its right, in its full discretion, to modify the Invitation for Bids and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

This Invitation for Bids is available for download at the website of School Education and Literacy Department, Government of Sindh (<https://seld-pppn.gos.pk/>) and on the SPPRA website for the Prospective Bidders.

# TABLE OF CONTENTS

---

<b>1. DEFINITIONS.....</b>	<b>1</b>
<b>2. INTRODUCTION &amp; PROJECT DESCRIPTION .....</b>	<b>6</b>
2.1 INTRODUCTION.....	6
2.2 PROJECT DESCRIPTION .....	6
2.3 BID COSTS .....	7
2.4 TIMETABLE .....	8
<b>3. PROSPECTIVE BIDDERS .....</b>	<b>9</b>
3.1 CONSORTIUM-LEAD MEMBERS.....	9
3.2 CONSORTIUM PARTICIPATION RESTRICTIONS .....	9
3.3 EVALUATION REQUIREMENTS.....	9
3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER.....	9
3.5 NO CONTRACT.....	10
<b>4. ELIGIBILITY CRITERIA .....</b>	<b>11</b>
4.1 LANGUAGE .....	11
4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA .....	11
4.3 PART I – ELIGIBILITY CRITERIA .....	11
4.4 PART II – APPLICATION AND OTHER DOCUMENTS .....	13
4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS .....	13
4.6 PART IV – POWER OF ATTORNEY .....	14
4.7 CLARIFICATIONS .....	14
<b>5. BIDDING DOCUMENTS .....</b>	<b>14</b>
5.1 CONTENT OF BIDDING DOCUMENTS.....	14
5.2 PRE-BID CONFERENCE .....	15
5.3 BIDDERS COMMENTS AND CLARIFICATIONS ON BIDDING DOCUMENTS .....	15
5.4 AMENDMENT OF BIDDING DOCUMENTS.....	16
5.5 BIDDERS DUE DILIGENCE .....	17
<b>6. BIDS: PREPARATION .....</b>	<b>18</b>
6.1 CONTENT OF BID .....	18
6.2 TECHNICAL BID DOCUMENTS .....	18
6.3 TECHNICAL BID .....	19
6.4 FINANCIAL BID .....	19
6.5 LANGUAGE OF BID.....	22
6.6 BID VALIDITY PERIOD .....	22
<b>7. BIDS: SUBMISSION .....</b>	<b>23</b>
7.1 FORMAT AND SIGNING OF BIDS .....	23
7.2 SEALING AND MARKING OF BIDS.....	23
7.3 BIDS SUBMISSION DEADLINE .....	24
7.4 LATE BIDS .....	24
7.5 MODIFICATION AND WITHDRAWAL OF BIDS .....	24
<b>8. BIDS: OPENING AND EVALUATION .....</b>	<b>25</b>
8.1 EVALUATION COMMITTEE.....	25
8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS .....	25
8.3 OPENING AND EVALUATION OF THE TECHNICAL BID.....	25
8.4 OPENING AND EVALUATION OF FINANCIAL BIDS .....	26
8.5 WAIVER OF NON-CONFORMITIES IN BIDS.....	27
8.6 CONTACTING THE AUTHORITY.....	27
8.7 EVALUATION REPORT.....	27
<b>9. AWARD OF CONTRACT .....</b>	<b>28</b>

9.1	CHANGES IN ELIGIBILITY STATUS.....	28
9.2	AWARD CRITERIA.....	28
9.3	AUTHORITY’S RIGHT TO ACCEPT OR REJECT .....	28
9.4	NOTIFICATION OF AWARD .....	28
9.5	INCORPORATION OF A PROJECT COMPANY .....	28
9.6	SIGNING OF THE CONCESSION AGREEMENT .....	29
9.7	FAILURE TO SIGN THE CONCESSION AGREEMENT .....	29
<b>ANNEXURE 1 - BID DATA SHEET .....</b>		<b>31</b>
<b>ANNEXURE 2 - FORMS.....</b>		<b>31</b>
<b>ANNEXURE 3 - DRAFT CONCESSION AGREEMENT .....</b>		<b>47</b>
<b>ANNEXURE 4 - CONTENT OF TECHNICAL BID .....</b>		<b>48</b>
<b>ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA.....</b>		<b>50</b>
<b>ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE EMOS .....</b>		<b>51</b>
<b>ANNEX – 7 KEY PERFORMANCE INDICATORS.....</b>		<b>55</b>
<b>ANNEXURE 8- DETAILS OF THE FACILITIES .....</b>		<b>65</b>
<b>ANNEXURE 9 – APPLICATION FORM.....</b>		<b>72</b>
<b>ANNEXURE 10 - BASIC INFORMATION FORM .....</b>		<b>74</b>
<b>ANNEXURE 11 – EXPERIENCE FORM (DEC1).....</b>		<b>75</b>
<b>ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2).....</b>		<b>76</b>
<b>ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT.....</b>		<b>77</b>
<b>ANNEXURE 14 - AFFIDAVIT .....</b>		<b>78</b>
<b>ANNEXURE 15 - SPECIFICATIONS OF SCIENCE LAB .....</b>		<b>79</b>
<b>ANNEXURE 16 - SPECIFICATIONS OF COMPUTER LAB.....</b>		<b>84</b>
<b>ANNEXURE 17 – SPECIFICATIONS OF SOLAR POWER .....</b>		<b>85</b>

# 1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Concession Agreement.

<b>Affiliate Company</b>	The term shall bear the meaning as ascribed thereto in Section 4.3.1.
<b>Annuity Amount</b>	Has the meaning set forth in draft Concession Agreement <b>ANNEX 3</b> – Article 8
<b>Annuity Amount Adjustment</b>	Has the meaning set forth in draft Concession Agreement <b>ANNEX 3</b> – Article 8
<b>Articles of Association</b>	The Articles of Association of the Prospective Bidder.
<b>Authority or SELD</b>	School Education and Literacy Department, Government of Sindh
<b>BAFO</b>	has the meaning set forth in Section 8.4.4
<b>Best Evaluated Bid</b>	means a bid, which attains the highest score under criteria laid down in SPPR 84, read with this Invitation for Bids
<b>Bid</b>	has the meaning set forth in Section 6.1.1
<b>Bid Data Sheet</b>	means the data sheet attached as <b>ANNEX 1</b> (BID DATA SHEET)
<b>Bidder</b>	The interested / prospective bidder means one who is a registered organization or a Consortium that is eligible for this bidding process. For purpose of clarity, an individual / sole proprietor shall not be considered as a bidder nor to be a member of any consortium for bidding process for the project.
<b>Bid Costs</b>	has the meaning set forth in Section 2.3.1
<b>Bid Price</b>	Means the total bid price that includes capital cost, operational cost, soft costs, contingencies, Management Fee and all other applicable duties and taxes, as will be set out in each Bidder's Financial Bid, in accordance with <b>ANNEX 2</b> , FORM F, Attachment 1 (Bid Price) and as defined in Section 6.4.2 (f).
<b>Bid Security</b>	The security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'A-' according to the PACRA, or JCR-VIS rating scale for financial institutions), in form and substance as attached hereto as FORM E to <b>ANNEX 2</b> (FORMS) and in the amounts and conditions specified in Section 6.4.1 (Bid Security). It is being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee. However, the Bid Security in the form of a demand draft or pay order would also be acceptable.
<b>Bid Security Expiry Date</b>	has the meaning set forth in Section 6.4.1 (a)
<b>Bid Security Validity Period</b>	has the meaning set forth in Section 6.4.1 (b)
<b>Bids Submission Deadline</b>	has the meaning set forth in Section 7.3.1

<b>Bid Validity Period</b>	has the meaning set forth in Section 6.6.1
<b>Bidding Documents</b>	has the meaning set forth in Section 5.1.1
<b>Bidding Process</b>	has the meaning set forth in Section 2.1.1
<b>Bids Evaluation Report</b>	has the meaning set forth in Section 8.7
<b>Board of Directors</b>	The Board of Directors of the Prospective Bidders.
<b>Clarification/Comments Request Deadline</b>	Specified in the Estimated Timetable
<b>Compliance Manager</b>	Compliance Manager will be responsible for ensuring that the Operator complies with regulatory requirements, internal policies and will solely be dedicated for the package. He/ She will be responsible for making sure that organization abides by all the terms and conditions, Key Performance Indicators (KPIs) and Scope of Work under the Concession Agreement. The Compliance Manager shall be a part of the Key Staff, but his/ her salary shall not form part of the Management Fee.
<b>Concession Agreement</b>	the draft of the Concession Agreement is attached as <b>ANNEX 3 (DRAFT CONCESSION AGREEMENT)</b>
<b>Concession Documents</b>	Means the bid of the organization which includes Technical and Financial proposal/ Financial Model submitted at the time of the Bidding Process, the Concession Agreement, the Independent Auditor Agreement, the Independent Expert Agreement, Escrow Agreement and any ancillary documents approved thereto by the Authority.
<b>Concession Period</b>	The period for which this Concession Agreement would be entered into with the successful EMOs, is proposed to be ten (10) years.
<b>Consortium</b>	A Bidder comprised of a group of two or more registered organizations formed to submit a Bid and to carry out the Concession.
<b>Construction School</b>	A school reconstructed with the support of USAID under Sindh Basic Education Program, which may or may not have an old block adjacent to the newly reconstructed building.
<b>Control</b>	The term shall bear the meaning as ascribed thereto in Section 4.3.2
<b>Discount Rate</b>	The term shall mean a weighing factor used to find the Present Value of future cash flows which is kept as 10% per annum for the purpose of this RFP.
<b>Effective Date</b>	Means the date certified by the Independent Expert and Independent Auditor to the Operator and Authority as being the date on which the Conditions Precedent are fulfilled or deferred or waived.
<b>Eligibility Criteria</b>	The term shall bear the meaning as ascribed thereto in Section 4.3 against which details with supporting documents are required to be submitted by the Prospective Bidder in terms of, and in accordance with this Invitation for Bids document.
<b>EMO</b>	Education Management Organization who undertakes the management and operation of the Public Sector Schools as part of

	the Project.
<b>Escrow Bank Fees</b>	has the meaning set forth in Section 6.4.2 (i)
<b>Estimated Timetable</b>	has the meaning set forth in Section 2.4.1
<b>Evaluation Committee</b>	The Technical and Financial Evaluation Committee (TFEC) notified by Government of Sindh, and has the meaning set forth in Section 8.1.1
<b>Facilities</b>	Each public sector school(s) as identified in <b>ANNEX 8</b> .
<b>Final Bidding Documents</b>	has the meaning set forth in Section 5.4.2
<b>Financial Bid Envelope</b>	has the meaning set forth in Section 7.2.1
<b>Financial Model/ Bid/ Proposal</b>	has the meaning set forth in Section 6.4.2 (h)
<b>Financial Ranking</b>	has the meaning set forth in Section 8.4.3
<b>Group-of-Schools</b>	Means a group of schools comprising of one Construction School along with other nearby selected schools, clubbed together as identified in <b>ANNEX 8</b> .
<b>Integrity Pact</b>	The instrument entitled 'Integrity Pact' as attached to this Invitation for Bids as FORM D to <b>ANNEX 2</b> , duly signed by the Authority and the Bidder
<b>Invitation for Bids</b>	This invitation for bids document, including its Annexures and Forms.
<b>Joint Bidding Agreement</b>	In case the Prospective Bidder is a Consortium, they must execute Joint Bidding Agreement incorporating relevant details as stated in Schedule 1.
<b>Lead Member</b>	The term shall bear the meaning as ascribed thereto in Section 3.1.2
<b>Management Fee</b>	<p>Management fee is the cost charged by the Operator for providing its services to the Authority for managing the Project. The Management Fee shall also include the remuneration of Key staff except salary of Compliance Manager and school-based staff engaged by the Operator. The cost head 'Management Fee' shall be utilized for any Annuity Amount Payment Adjustments based on the evaluation of the Key Performance Indicators (KPIs), therefore; the Bidder is required to charge Management Fee no less than 5% of the total of fixed assets cost and operational costs as described in Financial Model.</p> <p>The Management Fee must clearly show the breakup of the (1) remuneration of the Key Staff (<i>as defined above</i>); and (2) cost of organization's time, intellect and expertise that it would bring to the Project.</p>
<b>Member</b>	An enterprise that is part of a Bidder on an exclusive basis
<b>Memorandum of Association</b>	The Memorandum of Association of the Prospective Bidder
<b>National Competitive Bidding</b>	National Competitive Bidding process to be regulated as Rule 15 (2) (b) of the SPPRA of 2010 (amended up to date).

<b>Notification of Award</b>	has the meaning set forth in Section 9.4.1
<b>Operator</b>	The Bidder or the Project Company incorporated by the Bidder after signing of the Concession Agreement in accordance with Section 9.5.1
<b>Package</b>	Package has the meaning set forth in <b>Annex 8</b>
<b>PPP</b>	Public Private Partnership
<b>PPP Act</b>	The Public Private Partnership Act, 2010 (and includes as amended from time to time).
<b>PPP Node</b>	Means the Public-Private Partnership Node, School Education and Literacy Department established under Sindh Public-Private Partnership Act 2010
<b>Present Value</b>	Present value (PV) means the current value of a future sum of money or stream of cash flows discounted at a certain discount rate. The EMOs' financial bids will be evaluated on the basis of PV of the total Bid Price; however, the annuity schedules shall be drawn up in accordance with the budgeted amounts and not on the basis of PV.
<b>Project</b>	has the meaning set forth in Section 2.2.1
<b>Project Company</b>	has the meaning set forth in Section 9.5.1
<b>Public Private Partnership Support Facility (PPPSF)</b>	Means a non-for-profit company called as the Public-Private Partnership Support Facility established by the Government of Sindh under section 42 of the Companies Act, 2017 (Act XIX of 2017), for the purpose enumerated in its Memorandum of Association.
<b>Responsive Bid</b>	Responsive Bid, or Responsive Proposal means that a bid or proposal that complies with all the conditions of this Invitation for Bid or Request for Proposal and with the prescribed procurement procedures and requirements of SPPRA of 2010 (amended up to date).
<b>Response to Questions Document</b>	has the meaning set forth in Section 5.3.1 (b).
<b>SBEP</b>	Sindh Basic Education Program
<b>School Consolidation Policy</b>	Means the policy notification (notification no. RSU/School Consolidation Policy/2011 dated 16.02.2012; amended on 22.01.2015) by the Authority to rationalize the education - governance to enhance the quality of education by declaring a campus school formed by merging adjoining, embedded or nearby schools.
<b>Signing Date</b>	Means the date on which Concession Agreement is duly signed by each of the Parties.
<b>SMC</b>	School Management Committee
<b>Successful Bidder</b>	has the meaning set forth in Section 9.2
<b>Technical Bid</b>	has the meaning set forth in Section 6.3.1
<b>Technical Bid Documents</b>	means the documents listed in the Section 6.2.1



<b>Technical Bid Envelope</b>	has the meaning set forth in Section 7.2.1
<b>USAID</b>	United States Agency for International Development

## 2. INTRODUCTION & PROJECT DESCRIPTION

---

### 2.1 INTRODUCTION

- 2.1.1 The Authority desires to outsource the management and administration of selected Package of public sector schools in Sindh to an EMO in a manner that such public schools will be managed and run by the EMO on a public-private partnership basis, under the PPP Act (the Project). It is envisaged that the EMO will be selected by the Authority through a fair and transparent National Competitive Bidding (NCB) by Single-Stage-Two-Envelope process (the Bidding Process) and the Authority will enter into a Concession Agreement with the successful EMO in respect of the Project.
- 2.1.2 This Invitation for Bids is being issued by the Authority to the recipient prospective Bidders that meet the eligibility criteria as per Sections 4, 5 & 6 of this Invitation for Bids Document followed by the evaluation of their bids submitted in accordance with the terms and conditions of this Invitation for Bids Document.

### 2.2 PROJECT DESCRIPTION

- 2.2.1 The Government aims to contract credible EMOs from the private sector to manage and improve the functioning of public schools by introducing innovations, modernizing the education system, addressing management gaps, maintaining the school building and facilities, and cooperatively working along with teachers, schools' staff, school management committees, surrounding communities and all relevant tiers of the School Education and Literacy Department. In order to improve the standard of education in the province of Sindh, the Government, acting through the Authority, is willing to expand EMO based model in Sindh under PPPs. The Authority further intends to provide concession to the Successful Bidder in order to manage and operate these Facilities as a Package as defined under **ANNEXURE 8**.
- 2.2.2 The Project is an important part of the Government's strategy towards developing Sindh's education sector and improving the literacy rate. In 2013, the Government of Sindh passed the Sindh Right of Children to Free and Compulsory Education Act in compliance with Article 25-A of the Constitution of Pakistan. The legislation has placed a renewed obligation on the Government of Sindh, including the Authority, to take steps to address the weak performance of the education sector. Accordingly, the public schools managed and run by the EMO will function under the given constitutional provision and the aforesaid Act passed thereafter. The education in such public schools will remain free of charge for all the students. The admission process will be strictly non-discriminatory and as per the spirit mentioned in the statute law.
- 2.2.3 The Authority is working closely with the USAID for the implementation of Sindh Basic Education Program, under which, state-of-the-art schools are being constructed in selected districts of Sindh.
- 2.2.4 The Authority's key objectives for the Project include:
- a) Improving the functioning of public sector schools through innovation and modernization of the education system;
  - b) Reducing inefficiencies and addressing the management gaps in public education;
  - c) Delivering better quality education to the children in the province of Sindh; and

- d) Encouraging greater private sector investment in the education sector, in particular in the rural and less developed areas of the province of Sindh.
- e) To meet the key performance indicators as set out in the **ANNEXURE 7**; and manage and operate the public sector schools in accordance with, inter alia, the technical proposal as submitted by the prospective bidders along with the terms of the concession agreement.

## **2.3 BID COSTS**

2.3.1 Each Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process (the "Bid Costs") including, without limitation, all costs and expenses related to, participation in pre-bid conference, preparation and submission of the Bidding Documents, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors and all other costs incurred as part of this Bidding Process up to the signing of the Concession Agreement by successful Bidders.

2.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of any Bidder, regardless of the conduct or outcome of the Bidding Process.

## 2.4 TIMETABLE

2.4.1 The estimated timetable for the Bidding Process is as follows (the "Estimated Timetable").

\* Final date of Pre-Bid Conference to be announced on SELD website: <http://www.seld-pppn.gos.pk/>

Activity	Target Date
Issuance of Bidding Documents	24-3-2022
Clarifications / Comments Request Deadline	02:00 PM, 5-5-2022
Last date of issuance of the bidding documents	09-05-2022
1 <sup>st</sup> Pre-Bid Conference / Bidders Meeting	07-04-2022
Release Amended Bidding Documents (if required)	-
2 <sup>nd</sup> Pre-Bid Conference / Bidders Meetings (if required)	-
Bids Submission Deadline	02:00 PM, 10-5-2022
Bids Submission Deadline (Date If Extended)	-
Technical Bids Opening	03:00 PM, 10-5-2022
Financial Bids Opening	Qualified Bidders in Technical Bids will be notified
Publication of the Evaluation Report	Successful Bidders will be notified
Notification of Award	Within 90 days from Bid Submission Deadline or as allowed by SPPRA Rules 2010 (amended up to date)
Execution of the Concession Agreement with Successful Bidder	Within 30 days, tentatively, of the Notification of the Award

2.4.2 The Authority may, in its sole discretion and without prior notice to Bidders, amend the Estimated Timetable. Bidders shall not rely in any manner whatsoever on the Estimated Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

### **3. PROSPECTIVE BIDDERS**

---

This Invitation for bids is addressed to all prospective bidders having requested it in accordance with this Invitation for Bids published in Daily DAWN, JANG & Kawish Newspapers on **20-03-22**, and on the following websites: School Education Department [www.seld-pppn.gos.pk](http://www.seld-pppn.gos.pk) and Sindh Public Procurement Regulatory Authority <https://ppms.pprasindh.gov.pk/PPMS/>.

#### **3.1 CONSORTIUM-LEAD MEMBERS**

- 3.1.1 A Prospective Bidder for the Project may be a single registered organization or may take the form of a consortium (a “Consortium”) comprising of companies, firms, corporate bodies, or other legal entities duly registered under the applicable, permitted and relevant laws and procedures.
- 3.1.2 Each Consortium shall appoint and authorize one (1) lead member (the “Lead Member”) to represent and irrevocably bind all members of the Consortium in all matters connected with the eligibility and tendering process including but not limited to the submission of the invitation of bids on behalf of the Consortium.

#### **3.2 CONSORTIUM PARTICIPATION RESTRICTIONS**

- 3.2.1 No Prospective Bidder or Consortium member may be eligible if it owns more than five percent (5%) of the shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Prospective Bidder or member of another Consortium.
- 3.2.2 No Prospective Bidder or Consortium member may be eligible if it has any representative on the Board of Directors (or equivalent managing body) of another Prospective Bidder or member of another Consortium.
- 3.2.3 Notwithstanding the foregoing, a Prospective Bidder or Consortium may be eligible if it can present evidence reasonably satisfactory to the Authority that arrangements have been established such that any such cross shareholdings or common directorships do not materially affect the independent investment decisions of the Prospective Bidder or Consortium in which such cross shareholding or common directorship exists.

#### **3.3 EVALUATION REQUIREMENTS**

- 3.3.1 If the Prospective Bidder is a Consortium, it shall clearly indicate in its bid, which Consortium member(s) are to be evaluated for each such Eligibility Criteria.

#### **3.4 INELIGIBILITY OF A PROSPECTIVE BIDDER**

If the Prospective Bidder or a Consortium member has been barred by any central, state or local government or government instrumentality in Pakistan or in any other jurisdiction to which the Prospective Bidder or a Consortium member belongs or in which the Prospective Bidder or a Consortium member conducts its business, from participating in any project on a private participation basis and the bar subsists as on the Invitation to Bid Submission Deadline. Such entity shall not be eligible to submit a bid either individually or as a Consortium member.

- 3.4.1 A Prospective Bidder (and in the case of a Consortium, any member) should not have, in the 5 (five) years preceding the invitation to bids Submission Deadline:
- a) failed to perform any contract with the Government, federal government, or local or provincial governments, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder or Consortium member as the case may be; or
  - b) been expelled from any project or contract by any public entity or authority; or
  - c) had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder or Consortium member.

### **3.5 NO CONTRACT**

- 3.5.1 No contract whatsoever is created by or arises from this Invitation to Bid Document, which, under no circumstances, constitutes an offer to enter into any contract or arrangement of any nature whatsoever with any party whatsoever.
- 3.5.2 The Government, the Authority and any of their departments, employees, consultants, advisors and/or personnel shall not have any obligation, responsibility, commitment, or legal liability of any nature whatsoever towards any Prospective Bidder arising from this Invitation to Bid Document or any bids submitted in response to it.

## 4. ELIGIBILITY CRITERIA

### 4.1 LANGUAGE

The bids prepared by the Prospective Bidder, and all correspondence and documents related to this Invitation for bids shall be submitted in English, as specified in **ANNEXURE 1 (DATA SHEET)**.

### 4.2 DOCUMENTS COMPRISING THE ELIGIBILITY CRITERIA

4.2.1 The documents submitted by the Prospective Bidders to pass eligibility criteria shall comprise of the following documents:

- (a) Part I – the information required by Section 4.3.
- (b) Part II – the documents or information required by Section 4.4.
- (c) Part III – where the Prospective Bidder is a Consortium, the documents required by Section 4.5; and
- (d) Part IV – the power of attorney required by Section 4.6.

### 4.3 PART I – ELIGIBILITY CRITERIA

In Part I of the bidding document, the Prospective Bidder shall submit proof that it meets the Eligibility Criteria set out below (the “**Eligibility Criteria**”).

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/FORMS
<p><b>EC1: Technical Criterion 1</b></p> <p>The Prospective Bidder, or if the Prospective Bidder is a Consortium, at least one of the Consortium members, shall have experience in the management and operation and / or technical assistance to at least 5 educational institutions for a period of at least 5 years.</p>	<p><b>DEC1: Experience</b></p> <p>The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium members, shall provide its list of relevant projects/sites in the form presented in <b>ANNEXURE 11 (EXPERIENCE FORM)</b>, along with supporting documentation to demonstrate that it satisfies this criterion.</p>
<p><b>EC2: Financial Criterion 1</b></p> <p>The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium Member, shall have a Net Worth of at least PKR 10,000,000 (Pak Rupees Ten Million) or equivalent at the end of each year for the last two (2) financial years.</p>	<p><b>DEC2: Audited Financial Statements</b></p> <p>The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, shall provide the required financial data in the forms presented in <b>ANNEXURE 12 (FINANCIAL DATA FORM)</b>, along with:</p> <ol style="list-style-type: none"> <li>(i) audited financial statements, duly certified by a certified chartered accountant, for the most recent two (2) financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows and the accompanying notes, and</li> <li>(ii) a confirmation letter from a chartered accountant, to demonstrate that it satisfies the relevant financial criteria.</li> </ol>

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/FORMS
<p><b>EC3: Registration 1</b></p> <p>The Bidder (and in case of a Consortium, all Members of the Consortium), must possess valid registration from income tax authority (i.e. the NTN certificate) and relevant sales tax authority, if applicable.</p>	<p><b>DEC3: Registration With Tax Authorities</b></p> <p>(i) Valid NTN certificate and tax returns filed for last three (3) years to be attached and relevant sales tax certificate, if applicable.</p> <p>(ii) In case an entity is exempt from registration with any tax authority, it should provide valid justification / exemption certificate issued by the Tax Authority.</p>

#### 4.3.1 TECHNICAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM SUBSIDIARIES

The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, may include evidence of projects undertaken by one or several Affiliate Companies (as defined below) to satisfy Technical Eligibility Criteria EC1.

For purposes of the above, an “Affiliate Company” means any corporate entity Controlled by the Prospective Bidder, or if the Prospective Bidder is a Consortium, by the relevant Consortium member, and “Control” means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity. For the avoidance of doubt, projects undertaken by other companies of the same corporate group, which do not comply with the above definition of an Affiliate Company, such as parent companies or sister companies, shall not be taken into account to satisfy Technical Eligibility Criteria EC1.

In case the Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, includes evidence of projects undertaken by one or several Affiliate Companies, it shall submit, in addition to all other documentation required by this Invitation for bids Document, the documentation specified in Section 4.4.1(b) with respect to each relevant Affiliate Company.

#### 4.3.2 FINANCIAL ELIGIBILITY CRITERIA - SUBMISSION OF EVIDENCE FROM PARENT COMPANY

The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2.

For purposes of the above, “the Parent Company” means any corporate entity controlling the Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, and “Control” means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity.

In case the Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, chooses to present financial statements from a Parent Company, it shall submit, in addition to all other documentation required by this



Invitation for Bids Document, the documentation specified in Section 4.4.1(b) with respect to the Parent Company.

In such cases, the Parent Company shall guarantee to the Authority the Prospective Bidder's financial obligations under the Concession Agreement. For purposes of the above, the Parent Company shall provide an executed letter of support in the form attached as **ANNEXURE 13** (PARENT COMPANY LETTER OF COMFORT).

#### **4.4 PART II – APPLICATION AND OTHER DOCUMENTS**

4.4.1 In Part II of the Eligibility Criteria, each Prospective Bidder shall provide the following:

- (a) An Application signed by the Prospective Bidder (or if the Prospective Bidder is a Consortium, the Lead Member) in the form of **ANNEXURE 9** (APPLICATION FORM).
- (b) The following legal documents and background information:
  - i. basic information on the Prospective Bidder (or if the Prospective Bidder is a Consortium, each member of a Consortium), as detailed in **ANNEXURE 10** (BASIC INFORMATION FORM), including an up-to-date list of shareholders or members of the Prospective Bidder (or one list for each Consortium member);
  - ii. a certified copy of Memorandum of Association and Articles of Association or other constitutive documents of the Prospective Bidder (or if the Prospective Bidder is a Consortium, the Memorandum of Association and Articles of Association or other constitutive documents of each member of a Consortium) and any amendments; and
  - iii. a certified copy of the Prospective Bidder's certificate of incorporation or registration (or, if the Prospective Bidder is a Consortium, each of its members);
- (c) An Affidavit, in the form of **ANNEXURE 14** (AFFIDAVIT), confirming that the Prospective Bidder (or, if the Prospective Bidder is a Consortium, each member of the Consortium):
  - i. is not in bankruptcy or liquidation proceedings;
  - ii. has not been convicted of fraud, corruption, collusion, or money laundering.
  - iii. 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 Concession Agreement; and
  - iv. does not fall within any of the circumstances for ineligibility listed in Section 3.4 (Ineligibility of a Prospective Bidder).

#### **4.5 PART III – CONSORTIA DOCUMENTS AND REQUIREMENTS**

If the Prospective Bidder is a Consortium, there must be a Lead Member who is duly authorized (through a power of attorney signed in front of a notary, as described in Section 4.6) by all other Consortium members to act on their behalf and provide an undertaking that there will be no change in the constitution of the Consortium without the prior written consent of the Authority.

A Prospective Bidder wishing to be eligible as a Consortium shall submit, as Part III of the Application, a written commitment, in the form of a letter duly executed by the legal representative of each Consortium member, which:

- (a) confirms each members commitment to the Consortium; and
- (b) identifies the member that will assume the role of Lead Member on behalf of the other members, with the authority to commit all members.

#### 4.6 PART IV – POWER OF ATTORNEY

Each Prospective Bidder (or if the Prospective Bidder is a Consortium, each Consortium member) shall provide, as Part IV of the Application, a written power of attorney in the form attached hereto as **ANNEX 2 FORM B** (POWER OF ATTORNEY), duly notarized, indicating that the person(s) signing the Eligibility Application has/have the authority to sign.

#### 4.7 CLARIFICATIONS

A Prospective Bidder requiring any clarification on this Invitation for Bids, Application, Eligibility Criteria, forms, annexures, or any of the requirements set out herein, may send request for clarification to the Authority in writing with a copy to the Senior Director, PPP Node at the e-mail addresses indicated in **ANNEXURE 1** (DATA SHEET). Any such request for clarification shall be addressed before 02:00 P.M. (Pakistan time) by [MAY 05, 2022].

Electronic copies of the response, including an explanation of the query without identification of its source (the “Response to Questions Document”), will be sent to all Prospective Bidders who have requested the Invitation for Bids. If similar or repeated queries are made by Prospective Bidders, those queries may be listed as one query and responded to only once.

### 5. BIDDING DOCUMENTS

---

#### 5.1 CONTENT OF BIDDING DOCUMENTS

5.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents, which include the following (collectively, the "**Bidding Documents**"):

No.	Description		
1	Invitation for Bids		
2	Annexes to Invitation for Bids:		
	Annex 1	Bid Data Sheet	
	Annex 2	Forms	
		Form A	Bid Form
		Form B	Power of Attorney
		Form C	Conflict of Interest Statement
		Form D	Integrity Pact
		Form E	Bid Security
	Form F	Financial Bid	
	Annex 3	Draft Concession Agreement	

	<b>Annex 4</b>	Content of Technical Bid
	<b>Annex 5</b>	Technical Evaluation Criteria
	<b>Annex 6</b>	Financial Structure for the EMOs
	<b>Annex 7</b>	Key Performance Indicators
	<b>Annex 8</b>	Details of Facilities
	<b>Annex 9</b>	Application Form
	<b>Annex 10</b>	Basic Information Form
	<b>Annex 11</b>	Experience form
	<b>Annex 12</b>	Financial Data (DEC 2)
	<b>Annex 13</b>	Parent Company Letter of Comfort
	<b>Annex 14</b>	Affidavit
	<b>Annex 15</b>	Specifications for Science Lab
	<b>Annex 16</b>	Specifications for Computer Lab
	<b>Annex 17</b>	Specifications for Solar Power
<b>3</b>	Any addenda and/or amendments to the documents listed above, issued by the Authority.	

5.1.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder:

- (a) fails to provide all documentation and information required by the Bidding Documents; or
- (b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents.

Such action shall be at the Bidder's risk and the Authority may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

## **5.2 PRE-BID CONFERENCE**

5.2.1 The Authority has organized pre-bid/ bidders meeting conference on the dates set out in the Estimated Timetable for discussing any comments that the Bidders might have with respect to the Project and the Bidding Documents. Finalized date of the pre-bid conference, or any change in its schedule shall be announced one week prior on the Authority's website i.e. [www.seld-pppn.gos.pk](http://www.seld-pppn.gos.pk)

5.2.2 The Authority reserves the right to call any additional pre-bid conferences/ bidders meeting if it so desires.

## **5.3 BIDDERS COMMENTS AND CLARIFICATIONS ON BIDDING DOCUMENTS**

5.3.1 Bidders' Requests for Clarification, Comments, and mark-up of the Bidding Documents

- a) Bidders have the opportunity to propose comments to the Bidding Documents; however, the Authority may (at its sole and absolute discretion) accept or reject such proposals and comments. All comments shall be made in writing and sent to the relevant persons mentioned in **Annex 1**.

- b) Electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), shall be sent to all Bidders. If similar or repeated queries are made by Bidders, those queries may be listed as one query and the Authority may respond to such query only once. The Authority reserves the right not to consider such comments on the Bidding Documents.

#### **5.4 AMENDMENT OF BIDDING DOCUMENTS**

- 5.4.1 At any time before the Bids Submission Deadline, the Authority may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidder's questions, comments or mark-up.
- 5.4.2 Subject to Section 5.4.1, once revised versions of the Bidding Documents, if applicable, have been issued (the "**Final Bidding Documents**") as set out in the Estimated Timetable then no other communications of any kind whatsoever shall modify the Bidding Documents.

## **5.5 BIDDERS DUE DILIGENCE**

### **5.5.1 Information provided by the Authority**

- a) Each Bidder is solely responsible for conducting its own independent research, due diligence, any lawful inspection(s), seeking any independent advice necessary or any other work necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder in accordance with the Concession Agreement.
- b) No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants, or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement. The Authority and its advisors, employees, consultants, and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document or provided during the Bidding Process or during the term of the Concession Agreement.
- c) Bidders may not rely on any statements made by the Authority or its advisors, employees, consultants, or agents.
- d) All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority's country. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. Any Bids submitted in response to this Invitation for Bids will be submitted upon a full understanding and agreement of terms of this Invitation for Bids and, therefore, the submission of Bids in response to this Invitation for Bids would be deemed as acceptance to the said terms.
- e) Data provided by the Authority, particularly in relation to the numerical accuracy, is only indicative information based on input received from multiple sources. Authority is not responsible for any reliance of such data made by the prospective bidder in preparation of the Bids.

## 6. BIDS: PREPARATION

### 6.1 CONTENT OF BID

6.1.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this Invitation for Bids together with the submission of the documents, forms and instruments required for submission by this Invitation for Bids. Each Bidder shall submit the following documents in two separate, sealed envelopes (together, the "Bid"):

1. Technical Bid
2. Financial Bid

### 6.2 TECHNICAL BID DOCUMENTS

#### 6.2.1 Format of the Bidding Documents

Each Bidder shall submit a technical proposal (the "Technical Bid") by completing the following documents (collectively, the "**Technical Documents**"):

PART	DESCRIPTION	RELEVANT ANNEX
<b>Part I</b>	<b>Bid Form</b> as required under Section 6.2.2	<b>ANNEX 2 – FORM A</b>
<b>Part II</b>	<b>Power of Attorney</b> required under Section 6.2.6	<b>ANNEX 2 – FORM B</b>
<b>Part III</b>	<b>Conflict of Interest Statement</b> required under Section 6.2.7	<b>ANNEX 2 – FORM C</b>
<b>Part IV</b>	<b>Equity Structure of the Operator</b> required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
<b>Part V</b>	<b>Integrity Pact</b> required under Section 6.2.8	<b>ANNEX 2 – FORM D</b>
<b>Part VI</b>	<b>Contents of Technical Bid</b> required under Section 6.3.1	<b>ANNEX 4</b>
<b>Part VII</b>	<b>Joint Bidding Agreement as per Schedule 1 “Additional Documents” Section (b)</b> (in case if the Bidder is a Consortium)	[TO BE PROVIDED BY THE BIDDER]

#### 6.2.2 Bid Form

In Part I of the Technical Documents, the Bidder shall complete and sign the Bid Form in the form attached hereto as **FORM A** of **ANNEX 2 (FORMS)**.

#### 6.2.3 Roles of Members and Consortium

Each Bidder must describe in detail the individual roles of their Members and Consortium, as well as the nature of the planned legal relationships between them.

#### 6.2.4 Supporting Information & Documentation

Each Bidder may submit any other supporting information or documentation that may assist the Evaluation Committee in the evaluation process and the same may be annexed to the Bids.

#### 6.2.5 Not Used

#### 6.2.6 Power of Attorney

In Part II of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto as **FORM B of ANNEX 2 (FORMS)**, duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Bid on behalf of the Bidder (or if the Bidder is a Consortium, then on behalf of each Consortium member) and, thus, the Bid is binding upon the Bidder during the full period of its validity.

#### 6.2.7 Conflict of Interest Statement

In Part III of the Technical Documents, each Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto as **FORM C of ANNEX 2 (FORMS)**, regarding any existing, potential, possible or future conflict of interest that a Bidder (and each member of a Consortium) may have with the Bidding Process, the Project, the Authority or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors are provided in the Bid Data Sheet).

#### 6.2.8 Integrity Pact

The Bidder must provide the Integrity Pact in the form attached hereto as **FORM D of ANNEX 2 (FORMS)**, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, by the Lead Member).

#### 6.2.9 Equity Structure of the Operator

In Part IV of the Technical Documents, each Bidder forming a special purpose company to undertake the Project shall provide the equity structure of such special purpose company. Such equity structure should be in the form of a chart showing percentages of shares of each Member if the Bidder is a Consortium. In case of a single Bidder the special purpose company shall be wholly owned and controlled by the Bidder.

### 6.3 TECHNICAL BID

6.3.1 Each Bidder shall submit a technical bid the content of which is specified in **ANNEX 4 (Content of Technical Bids)**. Each Technical Bid shall be prepared in conformity with the technical requirements specified in the Concession Agreement and this Invitation for Bids and must adhere to the format described herein.

### 6.4 FINANCIAL BID

#### 6.4.1 Bid Security

a) The financial bid submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Bid Price (as set out by the Bidders in the Bid) in Pakistani Rupees which shall remain valid until the

date of expiry of the Bid Security Validity Period (the "Bid Security Expiry Date"). The Bid Security should be in the name of the "Secretary School Education and Literacy Department, Sindh". The bidders shall write the name of the Package on back of the applicable bid security financial instrument.

- b) The Bid Security shall be in the form and substance as attached hereto as FORM E of **ANNEX 2** (FORMS) or in the form of a demand draft or pay order. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of twenty-eight (28) days after the end of the original Bid Validity Period and twenty eight (28) days after any extension of the Bid Validity Period subsequently requested by the Authority in accordance with Section 6.6 (the "Bid Security Validity Period"). The Bidder shall procure an extension of the Bid Security, at least fifteen (15) days prior to its expiry so that it remains fully valid and effective until the Bid Security Expiry Date.
- c) In event of failure by the Bidder to extend the Bid Security, at least fifteen (15) days prior to its expiry, the Authority shall be entitled to draw down in full the Bid Security up to its full outstanding value.
- d) Any Bid not accompanied by a Bid Security or accompanied by a bid security that is not in accordance with the Invitation for Bids, shall be rejected by the Authority as being non- responsive. The Bid Security of a Bidder that is a Consortium shall be from all of the Members in such Consortium submitting the Bid.
- e) The Authority shall release the Bid Securities of the unsuccessful Bidders once the Concession Agreement has been signed or upon expiry of the Bid Security Validity Period.
- f) The Bid Security of the Successful Bidder shall be returned upon delivery to the Authority of the Performance Security (as defined in and required by the Concession Agreement).
- g) The Bid Security may, in the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:
  - i. If the Bidder (or any member of a Consortium if the Bidder is a Consortium) withdraws its Bid during the Bid Validity Period; or
  - ii. In the case of the Successful Bidder, if the Successful Bidder fails to:
    - a. execute the Concession Agreement for any reason attributable to it prior to the time set forth in Estimated Timetable; or
    - b. furnish the Performance Security, as required by the Concession Agreement; or
    - c. achieve all the conditions precedent agreed in the executed Concession Agreement.
  - iii. If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the



Bid or the award of the Concession Agreement; and in the case of the Successful Bidder, in accordance with the Concession Agreement.

#### 6.4.2 Financial Offer

- a) Each Bidder shall submit a financial bid by completing the Financial Bid Form set out in FORM F of **ANNEX 2** (FORMS) (the "Financial Bid"). Bidders shall not amend or change the form in any way.
- b) The Financial Bid shall include all taxes, duties, levies, or charges & the Management fee (as stipulated in the Financial Bid as well as in this Invitation for Bids).
- c) In case, any Prospective Bidder does not make provisions of taxes, duties, levies, charges in its Financial Bid, whether willfully or erroneously, such Prospective Bidder would be required to provide appropriate documents. Failure to do so, will result its Bid to be treated as non-compliant Bid. Nonetheless, if the Authority receives any notice/receipt for such taxes or charges relating to the Concession Agreement, the same shall be passed on to the Successful Bidder to be processed and cleared accordingly.
- d) The specifications of Science Lab, Computer Lab, and Solar Power are given as (**Annex 15, 16, and 17**) respectively. Bidders should consider this information as minimum specifications for establishing the school-based labs and for the installation of Solar Power system for all SBEP-Construction schools as per **ANNEX 8**. However, based on bidders' school-based survey, they can propose even better options / solutions.

It must be noted that the EMOs shall establish Solar system in both types of Schools; i.e. Construction as well as Group of Schools, hence the amount(s) must be budgeted accordingly (For further details, please refer to the Financial Model and the guidelines provided therein).

- e) Not used.
- f) Each Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (FORM F of **ANNEX 2** (FORMS), for Bid Price (the "Bid Price"), along with the relevant detail.
- g) The School Education and Literacy Department of the Government of Sindh reserves its right, in its full discretion to void any bids non-compliant of the terms of this Invitation for Bids.
- h) Financial Model/ bid/ proposal means the cost of activities and/or items on yearly basis for a period of ten years based on strategies and strengths as listed in the Technical Proposal of the Bidder and for the fulfilment of the methodologies set to achieve the KPIs listed in **Annexure 7**, fulfill the scope of work and operating procedures requirements as given in the draft concession agreement (**Annexure-3**) annexed with this invitation for bids document. In addition, each Bidder is required to provide a copy of the Financial Model relating to its Financial Bid on a 'Microsoft Excel / Windows' readable USB memory stick (the "Financial Model"). The file containing the Financial Bid shall be in an unlocked and un-password protected Microsoft Excel format and shall be complete, containing, inter alia, a user guide and data book setting out all of the Financial Bid's assumptions. This Financial Proposal will become part and parcel of the Concession Agreement as an annexure.

- i) The quarterly payments will be disbursed to the Operator via an Escrow Mechanism. The Escrow Mechanism services are to be rendered by an Escrow Bank. The Escrow Bank charges a fees as consideration for the services rendered by it. The Bidder in order to make the Bid a Responsive Bid shall incorporate the yearly cost “Escrow Bank Fees” of the Escrow Bank in the Financial Bid. The “Escrow Bank Fees” is to be estimated on yearly basis as per the schedule given below:

If yearly costs estimated by the Bidder are:

- i. less than Rs. 25 million per year the “Escrow Bank Fees” shall be Rs. 5,000/- per annum
  - ii. in between Rs. 25-50 million per year than the “Escrow Bank Fees” shall be Rs. 20,000/- per annum;
  - iii. more than Rs. 50 million per year than the “Escrow Bank Fees” shall be Rs. 60,000/- per annum.
- j) The Financial Bid shall be quoted in Pakistani Rupees.

## **6.5 LANGUAGE OF BID**

- 6.5.1 All Bids, and all correspondence and documents related to the Bid submitted by the Bidder to the Authority, shall be written in English.

## **6.6 BID VALIDITY PERIOD**

- 6.6.1 Bids shall remain valid for ninety (90) days as from the Bids Submission Deadline (the "Bid Validity Period"). A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 6.6.2 In exceptional circumstances, the Authority may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than ninety (90) days.
- 6.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly.
- 6.6.4 A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

## 7. BIDS: SUBMISSION

---

### 7.1 FORMAT AND SIGNING OF BIDS

7.1.1 The Bidder shall prepare and submit (properly binded & packed):

- a) one (1) printed original, clearly marked as "BID – ORIGINAL",
- b) one (1) printed copy, clearly marked as "BID – COPY" and
- c) one (1) electronic copy (on USB drive) each for Technical and Financial proposal, clearly marked as "TECHNICAL/FINANCIAL BID – SOFT COPY",

as specified in the Bid Data Sheet. In the event of any discrepancy between the original and any copy (printed or soft), the original shall govern. The prospective bidders will bid for the Package as per details in **ANNEX 8** and shall mark the envelopes with the relevant Package information (i.e. "Package # 1") in respect of which the Bid is being submitted – the relevant 'Package' details have been set out in **ANNEX 8** (Details of the Facilities)."

7.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the Bid and submitted as Part II to the Technical Documents in accordance with Section 6.2.6. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing such Bid.

7.1.3 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

7.1.4 Each USB drive requested shall include a table of contents, shall be free of any virus and shall contain non compressed and non-protected files in printable and reproducible both MS Word and PDF formats. For the avoidance of doubt, it is expressly specified that USB drive shall contain a scanned electronic copy of the complete original Technical Bid.

### 7.2 SEALING AND MARKING OF BIDS

7.2.1 Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "**ORIGINAL**" and "**COPY**", as appropriate. The Technical Bid, along with the documents related to the Eligibility of the Bidder, shall be placed in a sealed envelope/box clearly marked "TECHNICAL PROPOSAL" (the "**Technical Bid Envelope**") and the Financial Bid in the sealed envelope clearly marked "FINANCIAL PROPOSAL" (the "**Financial Bid Envelope**"). These two envelopes and/or boxes, in turn, shall be sealed in an outer envelope/box bearing the address and information indicated in the Bid Data Sheet. The envelope/box shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE". Any Bidder who submits or participates in more than one Bid in respect of the same Package as per **ANNEX 8** will be disqualified.

7.2.2 The inner envelopes/boxes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late" as specified in Section 7.4.

7.2.3 If the outer envelope/box is not sealed and marked as required by Section 7.2.1, the Authority will assume no responsibility for the Bid's misplacement or premature

opening. If the outer envelope/box discloses the Bidder's identity, the Authority will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.

- 7.2.4 The Technical Bid Envelope and the Financial Bid Envelope shall each indicate the name and address of the Bidder along with title of the Project i.e. Package # \_\_\_\_, District \_\_\_\_, as given in section 7.2.1.
- 7.2.5 Each USB drive shall be submitted together with the ORIGINAL printed Bids in the same sealed envelopes as provided in the Bid Data Sheet:
- a) The USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and SHALL NOT contain any elements of the Financial Bid.
  - b) The Financial Bid shall not be submitted in USB; however, the Financial Model shall be submitted on USB as stated in Section 6.4.2.(f).
- 7.2.6 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail. Furthermore, it is also expressly specified that in case of discrepancy of any data / information between hard and soft copies submitted by bidders, the HARD-COPY shall prevail in such case.
- 7.2.7 It is also expressly specified that with respect to financial plans, budgets, calculations, in case of any discrepancy between amounts expressed 'in numbers / integers' and 'in-word, the amount expressed 'in-words' shall prevail in such case.

### **7.3 BIDS SUBMISSION DEADLINE**

- 7.3.1 Bids shall be received by the Authority at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the "Bids Submission Deadline".

### **7.4 LATE BIDS**

- 7.4.1 Any Bid received by the Authority after the Bids Submission Deadline for any reason whatsoever will be rejected and returned unopened to the Bidder.

### **7.5 MODIFICATION AND WITHDRAWAL OF BIDS**

- 7.5.1 The Bidder shall not modify or withdraw its Bid after submission.
- 7.5.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Section 6.6 shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 6.4.1.

## 8. BIDS: OPENING AND EVALUATION

---

### 8.1 EVALUATION COMMITTEE

- 8.1.1 The Authority shall set up a special-purpose committee which shall be responsible for assessing the Bids (the "**Evaluation Committee**").
- 8.1.2 The members of the Evaluation Committee shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

### 8.2 OPENING AND PRELIMINARY EXAMINATION OF BIDS

- 8.2.1 The Evaluation Committee shall open the Bids of each Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data Sheet. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 8.2.2 The Evaluation Committee shall open the outer envelopes/boxes, one at a time, in the order in which the Bids were received, and take out the inner envelopes/boxes containing the Technical Bids and the Financial Bids. These inner envelopes/boxes shall be placed on a table in open view of the public but shall remain sealed. The Evaluation Committee shall then declare the Bids opening proceedings ended and shall dismiss the Bidders' representatives present.
- 8.2.3 No Bid shall be rejected at the Bids opening except for late Bids pursuant to Section 7.4.
- 8.2.4 At the opening of each bid, the Evaluation Committee shall announce the Bidders' names and any other details that it may consider appropriate.
- 8.2.5 The Evaluation Committee shall prepare minutes of the Bids opening, including the information disclosed to those present in accordance with Section 8.2.1.
- 8.2.6 The Evaluation Committee shall then proceed to the opening and evaluation of the Technical Bids.

### 8.3 OPENING AND EVALUATION OF THE TECHNICAL BID

- 8.3.1 The Evaluation Committee shall determine Eligibility of the Bidder as per the Eligibility Criteria as set out in Section 4.3 and then evaluate the Technical Bids on a "pass / fail" basis following the criteria set forth in **ANNEX 5 (TECHNICAL EVALUATION CRITERIA)**. The Evaluation Committee's determination shall be based on the eligibility criteria and on the contents of the Technical Bid **ANNEX 4 (CONTENT OF TECHNICAL BID)** without recourse to extrinsic evidence.
- 8.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. The Authority may ask the Bidders for clarifications needed to evaluate the bids in accordance with SPPR 43. Any request for clarification in the Bid, made by the Authority, shall invariably be in writing. The response to such request shall also be in writing.
- 8.3.3 The Authority shall notify in writing:

- a) each Bidder whose Technical Bid has received a "pass" score that its Technical Bid has been accepted by the Evaluation Committee and that the Bidder is invited to attend the opening of the Financial Bids at the time, date, and location set out in the Bid Data Sheet; and
  - b) each Bidder whose Technical Bid has not received a "pass" score that its Technical Bid has been rejected by the Evaluation Committee and that the Bidder is not invited to attend the opening of the Financial Bids.
- 8.3.4 For the purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one: (i) that affects in any substantial way the scope, quality or performance of the Concession Agreement; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Authority's rights or the Successful Bidder's obligations under the Concession Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.
- 8.3.5 Bids for which the Technical Documents have been determined not to be substantially responsive shall be rejected, and the Bid Security as well as the unopened Financial Bid Envelope of that Bid shall be returned to the representatives of such Bidder.
- 8.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid of each Bidder whose Technical Bid has not received a "pass" score and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

#### **8.4 OPENING AND EVALUATION OF FINANCIAL BIDS**

- 8.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of those Bidders whose Technical Bid has received a "pass" score pursuant to Section 8.3.3(a) in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location will be communicated accordingly.
- 8.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 8.4.1.
- 8.4.3 The Evaluation Committee shall evaluate each Financial Bid against as being a Responsive Bid and then shall rank the Financial Bids from the lowest to the highest, based on the Present Value of the total Bid Price. The Financial Bid to be a Responsive Bid shall reflect/ indicate in the financials to be incorporating the costs of the methodologies, procedures, and the strengths for which the Bidder has been qualified through the Technical Bid. The Bidder shall calculate the Present Value of Bid Price at a discount rate of 10% per annum. A Responsive Bidder with the lowest Bid Price in Present Value terms shall be awarded the Concession Agreement.
- 8.4.4 Where two or more Bidders are evaluated to have the same Financial Bid Cost, the Evaluation Committee may request that the relevant Bidders submit a best and final financial offer ("BAFO") which, if submitted, must result in a lower Financial Bid Cost than the initial Financial Bid Cost. No Bidder shall be obliged to submit a BAFO and failure to do so shall not result in the forfeiture of the Bid Security. BAFO shall be ranked lowest to highest.
- 8.4.5 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Financial Bid will be rejected.

## **8.5 WAIVER OF NON-CONFORMITIES IN BIDS**

- 8.5.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the Technical Bid and Financial Bid evaluation.

## **8.6 CONTACTING THE AUTHORITY**

- 8.6.1 From the time of Bid submission to the time of the Concession Agreement award, if any Bidder wishes to contact the Authority, it should do so in writing.
- 8.6.2 If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Concession Agreement, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the province of Sindh.

## **8.7 EVALUATION REPORT**

- 8.7.1 The results of the evaluation of the Bids conducted by the Evaluation Committee in accordance with this Section 8.7.1 shall be reflected in the "Bids Evaluation Report" which shall be published on the SPPRA and Authority's official website and communicated to Bidders on the date specified in the Estimated Timetable which shall be at least three (03) working days prior to Notification of Award.

## 9. AWARD OF CONTRACT

---

### 9.1 CHANGES IN ELIGIBILITY STATUS

- 9.1.1 Prior to proceeding with the award of the Concession Agreement, the Authority may verify to its satisfaction that no circumstances, in particular the Bidder's current contract works, future commitments and current litigation(s), have arisen or intervened during the period between the submission of this Bid and before the award of the Concession Agreement; that would change the Authority's opinion as to whether the Bidder still meets all criteria as set out in this Invitations for Bid Document.
- 9.1.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Authority may, subject to Section 9.3, proceed to the next best evaluated Bid in conformity with Section 8.4.3.

### 9.2 AWARD CRITERIA

- 9.2.1 Subject to Section 9.1 and 9.3, the Authority shall award the Concession Agreement to the Bidder whose Bid was the Best Evaluated Bid in conformity with SPPR 84 and Section 8.4.3 (the "**Successful Bidder**") of this Invitation for Bids.

### 9.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT

- 9.3.1 The Authority may, in its sole discretion:
- a. accept any Bid;
  - b. reject any Bid;
  - c. annul the Bidding Process and reject all Bids;
  - d. annul the Bidding Process and commence a new process; or
  - e. waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents, at any time prior to the award of the Concession Agreement without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's actions.

### 9.4 NOTIFICATION OF AWARD

- 9.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the "**Notification of Award**").
- 9.4.2 The results of the Bidding process shall be published on the SPPRA & Authority's official website at least (03) working days prior to Notification of Award.

### 9.5 INCORPORATION OF A PROJECT COMPANY

- 9.5.1 Prior to signing the Concession Agreement in accordance with provisions of Section 9.6 below, the Successful Bidder may (and if the Successful Bidder is a Consortium, the Successful Bidder shall) incorporate a special purpose company under the Companies Act, 2017, that will become "Operator" under the Concession Agreement



(the "Project Company"). The shareholding of the Project Company (if incorporated) shall reflect the equity structure submitted by the Successful Bidder as Part IV of its Technical Bid Documents.

## **9.6 SIGNING OF THE CONCESSION AGREEMENT**

- 9.6.1 Upon completion of the Competitive Selection Process under this Invitation for Bids, once the Successful Bidder is announced, necessary negotiations will take place to finalize the Draft Concession Agreement; provided, that such negotiations shall not amend or vary any financial and/or technical aspects on which the Bids are invited.

Thereafter, the Successful Bidder or the Project Company formed by the Successful Bidder (as the case may be) shall sign the Concession Agreement with the Authority within thirty (30) working days of the Notification of Award. The Successful Bidder shall provide Performance Security (as defined in in draft Concession Agreement) prior to the Signing Date of the Concession Agreement.

## **9.7 FAILURE TO SIGN THE CONCESSION AGREEMENT**

- 9.7.1 If the Successful Bidder fails to comply with the provisions of Section 9.5 and 9.6, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Authority may take under the applicable law. Furthermore, if the Prospective Bidder refuses to sign the Concession Agreement for two (2) consecutive times then the Authority reserves its right to disqualify the Prospective Bidder on interim or permanent basis to apply for any future Invitation for Bids process on EMO Reform.

# **ANNEXURES**

## ANNEXURE 1 - BID DATA SHEET

The following Bid-specific data shall supplement the provisions in Invitation for Bids.

No.	BID SUBMISSION DETAILS	
1	<b>Address and Contact Person of PPP Node, School Education and Literacy Department, GoS (Authority)</b>	The Senior Director - PPP Node, School Education & Literacy Department Office @ House No. C-143, Block 2, Clifton, Karachi. Tel: + 92-21-99332446; Mobile: 0336-8120105 Email: <a href="mailto:info@seld-pppn.gos.pk">info@seld-pppn.gos.pk</a> ; <a href="mailto:directorppp.gos@gmail.com">directorppp.gos@gmail.com</a>
2	<b>Address for Submission of Bids, Bid Modifications and Bid Withdrawals</b> <i>All Bids need to be sent to this address. Bids sent elsewhere will not be considered.</i>	Attn: The Senior Director, PPP Node (on behalf of Secretary), School Education & Literacy Department Office @ House No. C-143, Block 2, Clifton Karachi. Tel: +92-21-99332446 Mobile: 0336-8120105 Email: <a href="mailto:info@seld-pppn.gos.pk">info@seld-pppn.gos.pk</a> ; <a href="mailto:directorppp.gos@gmail.com">directorppp.gos@gmail.com</a>
3	<b>Number of Copies of Bids</b>	one (1) printed original  one (1) electronic copy each of Technical & Financial (both PDF and Editable files) (USB drive); and  one (1) printed copy.
4	<b>Bids Submission Deadline</b>	02:00 PM, 10-5-2022
5	<b>Place and Time of Technical Bids Opening</b>	On 10-5-2022, at 03:00 PM, Pakistan time @ House No. C-143, Block 2, Clifton, Karachi.
6	<b>Place and Time of Financial Bids Opening</b>	Qualified Bidders in Technical Bids will be notified accordingly.

## ANNEXURE 2 - FORMS

# **FORM A - BID FORM**

## **[ON THE LETTERHEAD OF THE BIDDER] RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

DATE:

To:

Secretary, School Education and Literacy Department  
Government of Sindh  
1<sup>st</sup> Floor, Tughlaq House,  
Sindh Secretariat,  
Karachi, Pakistan.

Re: **SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

Ladies and/or Gentlemen,

### **1. DEFINITIONS**

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bids, have the meaning given to them in the document entitled 'Invitation for Bids' dated [●] (as amended and/or supplemented from time to time) (the Invitation for Bids).

### **2. GENERAL**

We, the undersigned, acknowledge, confirm and agree that:

- A) having carefully examined, read and understood and agreed to the terms of the Concession Agreement (including the annexes), the Bidding Documents, including the Annexes;
- B) we have satisfied ourselves that we have full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) We, the undersigned, offer to carry out all services and obligations of the Operator as defined in the Concession Agreement in conformity with our Bid and the Bidding Documents.

### **3. PRICING**

We understand that you are not bound to accept the lowest Financial Bid or any Bid you may receive.

### **4. PERFORMANCE SECURITY**

If our Bid is accepted, we undertake to provide the Performance Security (as defined in the Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement.

## **5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS**

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Invitation for Bids.

We also undertake that no circumstances have arisen or intervened during the period between the submission of our Application and this Bid that (i) has resulted in us no longer meeting the Eligibility Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the Services as defined in the Concession Agreement if our Bid is accepted.

## **6. FIRM AND IRREVOCABLE PROPOSAL**

We agree to abide by this Bid, which consists of our Technical Bid and Financial Bid (each as defined in the Bidding Documents), for a period of ninety (90) days from the Bids Submission Deadline as set forth in the Bidding Documents, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

## **7. FURTHER WARRANTIES**

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the Invitation for Bids and have received all the relevant information from the Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the Invitation for Bids.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

## **8. CONFIDENTIALITY**

In connection with the transaction contemplated by the Invitation for Bids, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Authority or provided by the Authority (all such information being referred to as "**Confidential Information**").

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the "**Recipient**"), the Recipient shall:

- (a) keep and maintain the Confidential Information strictly confidential;
- (b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;
- (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and

(d) promptly upon request of the Authority disclosing Confidential Information following the abandonment of the transaction contemplated by the Invitation for Bids, return such Confidential Information (and all copies thereof) to the Authority.

**9. ADDITIONAL DOCUMENTS**

In addition to the Bid Form the Bidder shall submit the information identified in **SCHEDULE 1 (ADDITIONAL DOCUMENTS)** to this Bid Form together with the Bid Form.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Authority fully in connection therewith.

[Signature]

In the capacity of [Position]

Authorized to sign this Bid Form of [Name of Bidder]

## **SCHEDULE 1 – ADDITIONAL DOCUMENT**

### **1. DESCRIPTION OF THE BIDDER**

- (a) Each Bidder must provide the following information:
- i. A detailed description of the Bidder, including:
    - Legal name;
    - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
  - ii. Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- (b) In case of a Consortium, the members of the Consortium shall enter into a binding joint bidding agreement for the purpose of submitting the Bids. The joint Bidding agreement to be submitted along with the Bid, shall, inter alia;
- i. convey the intent to form a Project Company (with shareholding / ownership equity commitment(s) in the Project Company in accordance with this Invitation for Bids) which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
  - ii. clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
  - iii. commit the minimum equity stake to be held by each Member;
  - iv. commit that all of the Members (whose experience will be evaluated for the purposes of this Invitation for Bids) shall subscribe to a cumulative of 100% of the paid up shares capital of the Project Company and subscribe to the shares in the Project Company.
  - v. provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Operator in relation to the Project until the expiry of the Concession Agreement; and
  - vi. except as provided under this Invitation for Bids, there shall not be any amendment to the joint bidding agreement without the prior written consent of the Authority.
- (c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Operator in relation to the Project until the expiry of the Concession Period.

## **FORM B - POWER OF ATTORNEY**

### **NOTES FOR EXECUTION OF POWER OF ATTORNEY**

- 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.
- Also, wherever required, each Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto **FORM B OF ANNEX 2 (FORMS)**, **duly stamped and notarized**, indicating that the person(s) signing the Bid has/have the authority to sign the Bid and thus, the Bid is binding upon the Bidder during the full period of its validity.
- This Power of Attorney shall be notarized with the Notary Public.
- Please find below the form and substance of the Power of Attorney.



**FORM B - POWER OF ATTORNEY**

**FORM OF POWER OF ATTORNEY RELATING TO THE SINDH EDUCATION  
MANAGEMENT ORAGNIZATIONS**

[On stamp paper of at least Rs. 200]

On this ..... day of .....

Before me

The Notary in this office

The undersigned

Mr./Ms.: \_\_\_\_\_  
In his/her capacity as: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Holder of Passport or CNIC No: \_\_\_\_\_  
Issued from: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Residing at: \_\_\_\_\_

Hereby appoints Mr./Ms. \_\_\_\_\_ in his/her capacity as \_\_\_\_\_, to:

- (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in Schedule 1 attached hereto;
- (b) Deliver and receive any document or instrument in relation to the documents listed in Schedule 1 attached hereto; and
- (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in Schedule 1.

And is hereby authorized to appoint others for all or part of the powers delegated by the present Power of Attorney.

**SCHEDULE - 1**  
-----

- A. DATED: [INSERT DATE OF EXECUTION]
  
- B. THE GRANTOR: [INSERT NAME OF PROSPECTIVE BIDDER/  
CONSORTIUM MEMBER]
  
- C. THE ATTORNEY: [INSERT NAME OF REPRESENTATIVE LEAD  
MEMBER]
  
- D. PLACE IN WHICH DOCUMENTS ARE TO BE EXECUTED AND  
DELIVERED: PUBLIC PRIVATE PARTNERSHIP (PPP NODE)  
SCHOOL EDUCATION DEPARTMENT  
GOVERNMENT OF SINDH KARACHI, PAKISTAN
  
- E. DOCUMENTS: ALL DOCUMENTS IN RESPECT OF THE  
AUTHORITY'S APPLICATION IN RELATION TO  
THE PROJECT.

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney [**under seal**] on the date set out above.

[SEAL] )  
 )  
 )

**[NAME / TITLE OF GRANTOR REPRESENTATIVE]**

**WITNESSES: WITNESS 1:**

.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**WITNESS 2:**

.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**ACCEPTED & AGREED**

.....  
..... (SIGNATURE)  
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

[NOTARISED]

**FORM C - CONFLICT OF INTEREST STATEMENT**

**RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

[Insert the date]

**Re: Sindh Education Management Organizations**

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Concession Agreement for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

<b>Name of Project</b>	<b>Date Started</b>	<b>Description of Conflict</b>

Yours Sincerely,

Authorized Signature:  
Name and Title Signatory:  
Name of Firm:  
Address:

**FORM D – INTEGRITY PACT, DECLARATION OF FEES,  
COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDERS**

(To be completed by Prospective Bidders and in case of Consortium each Consortium Member)

**CONTRACT TITLE: SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

[Bidder] 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 (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Bidder] 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 the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[Bidder] 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 the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] 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 or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

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

**Acknowledged, Accepted & Agreed  
For & On Behalf of:**

**SCHOOL EDUCATION DEPARTMENT,  
GOVERNMENT OF SINDH  
through its duly authorized signatory**

**Acknowledged, Accepted & Agreed  
For & On Behalf of:**

**[INSERT NAME OF BIDDER]  
through its duly authorized signatory**

\_\_\_\_\_  
(Signatures)

Name:

\_\_\_\_\_  
(Signatures)

Name:

---

Designation:

---

Designation:

## Form E - Bid Security Form

(to be included in the financial envelope)

### Relating to the Sindh Education Management Organizations

....., 20...

To:

Secretary, School Education & Literacy Department  
The Government of Sindh,  
1<sup>st</sup> Floor, Tughlaq House,  
Sindh Secretariat,  
Karachi, Pakistan (the "**Beneficiary**")

**Guarantee No:** \_\_\_\_\_ **(the Guarantee)**  
**Date of Issue:** \_\_\_\_\_  
**Date of Expiry:** \_\_\_\_\_  
**Guarantee Amount:** \_\_\_\_\_  
**Name of Guarantor:** \_\_\_\_\_  
**Name of Principal:** \_\_\_\_\_  
**Penal Sum of Security:** \_\_\_\_\_

We, [Insert name of issuing Bank], being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the 'Invitation for Bids' issued by the Government of Sindh, dated [●] in relation to the 'Sindh Education Management Organizations' (as amended and/or supplemented or as clarified from time to time) (the **Invitation for Bid**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office or place of business] located at [Insert address], for the Package # \_\_\_\_\_, District (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Invitation for Bid, the Bidder is required to provide the Government of Sindh (the Beneficiary), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'A-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the Invitation for Bids or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●]) (the Guaranteed Amount):

\_\_\_\_\_

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●] or through SWIFT instructions transmitted by the Beneficiary's bank (i.e. [●]), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the Invitation for Bid.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Bids Submission Deadline + 28 [118 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honor that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or

unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_



## **FORM F - FINANCIAL BID FORM**

### **RELATING TO THE SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

To:

Secretary, School Education and Literacy Department  
Government of Sindh  
1<sup>st</sup> Floor, Tughlaq House,  
Sindh Secretariat,  
Karachi, Pakistan.

Date: \_\_\_\_\_

Re: **SINDH EDUCATION MANAGEMENT ORGANIZATIONS**

Ladies and/or Gentlemen,

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

**Total Bid Price      PKR [●]/- (Pakistani Rupees [●] Only)**

**Total Present Value of the Bid Price PKR [●]/- (Pakistani Rupees [●] Only)**

The Bid Price as per Section 6.4.2 (f) of the Invitation for Bids are provided in Attachment 1 to this Financial Bid Form for the Package # , District. In addition, a copy of the Financial Model, as required to be submitted in accordance with Section 6.4.2 (f), is provided on a 'Microsoft Windows' readable USB memory stick submitted with the Financial Bid.

We acknowledge that the Financial Bid that we have submitted will remain fixed and will be only indexed in accordance with the terms and conditions of the Concession Agreement.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Financial Bid and the Bid Price, and we shall indemnify the Authority fully in connection therewith.

[Signature]

In the capacity of      [Position]

Authorized to sign this Financial Bid Form of      [Name of Bidder]

### **ATTACHMENT 1 TO THE FINANCIAL BID FORM –BID PRICE**

*(to be included in the financial envelope)*

**THE FINANCIAL BID FORM- BID PRICE** [Included as a Separate Attachment – MS Excel File]

## **ANNEXURE 3 - DRAFT CONCESSION AGREEMENT**

**[DRAFT OF THE CONCESSION AGREEMENT INCLUDED AS SEPARATE ATTACHMENT – PDF FILE]**

## ANNEXURE 4 - CONTENT OF TECHNICAL BID

No	Sections to be submitted
(i)	<p><b>Experience of Management of Schools:</b></p> <ul style="list-style-type: none"> <li>• Demonstration of applicant’s expertise, skill-set, and record of successful experience necessary to start, manage, and grow a group of high-performing schools.</li> </ul>
(ii)	<p><b>Proposed Methodology and Work-Plan:</b></p> <ul style="list-style-type: none"> <li>• A detailed analysis of local and situational contexts, and identified needs.</li> <li>• Description of the strategy to improve governance, access, and quality of education in all the Schools/ facilities of the Package as set out in <b>ANNEX 8</b>; optimal maintenance of facilities and provision of a conducive learning environment.</li> <li>• Detailed summary of execution strategy to address governance issues including maintenance of records (teachers’ service/professional records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) school discipline, etc.</li> <li>• Detailed administrative and coordinating mechanism which leads to improved management and conducive learning opportunities for every child in all the schools as in the Package details set out in <b>ANNEX 8</b>.</li> <li>• A detailed explanation of proposed student assessment strategy, teachers’ development strategy and evaluation of teachers’ performance.</li> <li>• Detailed description of teaching methodologies to achieve the Student Learning Outcomes, including special need students and students performing below grade level.</li> <li>• Actionable plan for improving individual student learning needs and providing differentiated instruction, student-centred learning environment, and opportunities for co-curricular activities.</li> <li>• A robust plan for strategic and managerial data collection, analysis, and use, including assessment strategy, proposed intervention process, and effective communication of student results to parents and other stakeholders.</li> <li>• Explanation of methodology to engage School Management Committee, parents and communities in school development.</li> <li>• A school academic calendar in compliance with the Government of Sindh academic year and vacation periods.</li> <li>• An effective teacher and student attendance management system.</li> <li>• Plan for establishing and optimal utilization of science and computer laboratories.</li> <li>• Plan for provision of alternative energy source for schools; e.g. solar electrification.</li> <li>• A detailed work plan with supporting narrative for the first five academic years.</li> <li>• In case where the number of grades exceed the number of classrooms in a school, the Bidder is expected to propose a comprehensive multi-grade teaching strategy which may include: teacher training, lesson planning, student assessment etc.</li> </ul>
(iii)	<p><b>Key professional staff qualifications and competence for the assignment:</b></p> <ul style="list-style-type: none"> <li>• Comprehensive job descriptions for staff, and plan for successfully recruiting local</li> </ul>

	<p>qualified individuals to key positions.</p> <ul style="list-style-type: none"> <li>Proposed staff having experience of local culture and environment is desirable.</li> <li>Curriculum Vitae, strengths and expertise of key staff members.</li> </ul>
(iv)	<b>Description of the strategy to achieve the Key Performance Indicators (KPIs)</b>
(v)	<p><b>Strategy to reduce inefficiencies and addressing management gaps in public education:</b></p> <ul style="list-style-type: none"> <li>Description of the needs and priorities of the target community, and explanation of how school will complement existing delivery of education services.</li> <li>Robust plan for community role in school development and for parent voice in school decisions.</li> <li>It is expected that EMOs will adopt a gradual approach to ensure that improvements brought during the contract period will be sustainable after the completion of the project.</li> </ul>

## ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA

Only Bidders whose Technical Bids obtain at least 70% (seventy percent) of maximum marks, and not less than 50% (fifty percent) of maximum marks in any sub-section below, shall obtain a "pass" score and be technically accepted for evaluation of their Financial Bids under Section 6.4:

**(i) Experience:**

a)	+10 years' experience of minimum 10 or more schools	[10]
b)	+5 years' experience of minimum 10 or more schools	[08]
c)	10 years' experience of minimum 5 or more schools	[06]
d)	5 years' experience of minimum 5 or more schools	[05]
<b>Total points for criteria (i):</b>		<b>(10)</b>

**(ii) Proposed Methodology and Work-Plan:**

a)	Understanding of local context	[04]
b)	Strategy to improve governance, access and quality of Education	[05]
c)	Detailed administrative and coordinating mechanism	[04]
d)	Strategy for student assessment	[03]
e)	Strategy for teachers' development	[04]
f)	Teaching management plan	[03]
g)	Plan for data collection and analysis	[02]
h)	Plan for community engagement	[02]
i)	Plan co-curricular activities	[02]
j)	Plan for establishing and optimal utilization of science and computer laboratories	[02]
k)	Plan for provision of alternative energy source for schools; e.g. solar electrification	[02]
l)	Work plan for first five years (Gantt Chart, supported with narrative)	[02]
<b>Total points for criteria (ii):</b>		<b>(35)</b>

**(iii) Key professional staff qualifications and competence for the assignment:**

a)	Comprehensive job descriptions for staff and recruitment plan	10 [7+3]
b)	<u>Core Team: (Dedicated, skilled human resource proposed for the project)</u>	
	Project Director	[05]
	Contract / Compliance Manager	[03]
	Executive District Coordinator	[03]
	Education Expert	[03]
	Finance Expert	[03]
<b>Total points for criteria (iii):</b>		<b>(27)</b>

**(iv) Key Performance Indicators**

a)	A detailed strategy to achieve KPIs	[10]
<b>Total points for criteria (iv):</b>		<b>(10)</b>

**(v) Development Plan and Exit strategy:**

a)	Strategy to reduce inefficiencies and management gaps in public education	[04]
b)	Exit strategy to achieve sustainability of impact achieved through proposed interventions	[04]
<b>Total points for criteria (v):</b>		<b>(08)</b>

**(vi) Financial Strength:**

Net Worth at the end of each year of the last two (2) financial years as per the Section 4.3 EC2:

a)	PKR 10 Million	[05]
b)	PKR 15 Million	[06]
c)	PKR 20 Million	[07]
d)	PKR 25 Million	[08]
e)	PKR 30 Million	[09]
f)	PKR 35 Million	[10]
<b>Total points for criteria (vi):</b>		<b>(10)</b>

**Total points for Technical Evaluation Criteria:**

**100**

The minimum technical score required to pass is: **70 Points** overall and **minimum 50%** in each sub-section.

## **ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE EMOS**

### **Government Financial Structure**

The current financial structure defined by GOS for a school budget consists of Salary Budget, and Non-Salary Budget, which are defined herein with a proposed mechanism under the EMO initiative.

#### **Salary of Government staff:**

- Salary of Government staff will continue to come from the office of Accountant General (AG) Sindh.
- Salary budget of Government staff is allocated in provincial budget against sanctioned positions for each school.

#### **Salary of staff hired by EMO:**

- EMOs will budget for staff as per Annex-8 which shall be subject to the applicable minimum wage rates of Government of Sindh.
- This expenditure will be reimbursed on actual basis.

#### **School Specific Budget (SSB)**

- SSB is allocated at the recurrent side of the provincial budget. EMOs are expected to reach out to concerned officials of GoS for release of SSB funds; planning and efficient utilization of SSB funds, in collaboration with the school staff.

#### **SMC fund**

- SMC fund will be disbursed by the SELD to respective SMCs of schools as per current practice.
- EMO will provide technical support to SMCs to develop the School Improvement Plans (SIPs), approval of SIPs by General Body of SMCs, and implementation of SIPs.
- SIPs will not be restricted to SMC funding only, and may also include resources such as the SSB, and private sector resources.

#### **Repair and Maintenance**

- EMO will be responsible for repair and maintenance of the all schools included in the Package and can budget the repair and maintenance cost with due diligence for the duration of the Concession Period.

#### **Utilities/Bills/Fees**

- Utilities/Bills will be paid by the EMO in a timely manner and will be reimbursed on actual basis.
- However for budgetary purposes Rs. 700/month/room may be allocated for each school in the Package and the bidder may make provision of the same in the Financial Bid Form accordingly. Classrooms and all places in the schools will be construed as 'rooms'; such as library, computer and science labs, admin offices etc. The budget will be released through Escrow account.



### **Management Fees**

- Prospective Bidder will include budget for Management Fee which shall also include overheads and salary of Key Staff (except Compliance Manager) who are responsible for managing business of Facility as listed in **ANNEX 8**.
- The Management Fee must clearly show the breakup of the (1) remuneration of the Key Staff (as defined above); and (2) cost of organization's time, intellect and expertise that it would bring to the Project.
- Management Fee is payable to the EMO on the basis of performance, and is subject to Annuity Amount Adjustment Formula.



**[THIS PAGE IS LEFT BLANK INTENTIONALLY]**

**ANNEX – 7**

**KEY PERFORMANCE INDICATORS**

**MANAGEMENT & ORGANIZATION: PLANNING, IMPLEMENTATION & EVALUATION (Overall Weight-age: 35 Marks)**

1	<b>Key Progress Indicator</b>	<b>School Management Plan – 17 Marks</b>			
	<b>Description</b>	Implementation of an all-inclusive management model comprised of planning, designing, budgeting, implementation framework, managing resources, evaluation, reporting and feedback to meet KPIs, improve student achievements and increase school retention and graduation rates in all of schools at Annexure-VIII.			
	<b>Measurement/ Criterion</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>OBSERVATION MEMO</b>	<b>BIFURCATION OF 17 Marks</b>
		Annual Management Plan.*	For the first year of the Concession Period, within 90 days of the effective date and for subsequent years, 30 days prior to the start of the academic year.	Annual Management Plan is developed and/or updated, consulted, reviewed and approved	03 Marks
			Implementation tracking in each of quarters during an academic year	Annual Management Plan is implemented accordingly in each quarter of academic year	03 Marks
		Implementation Framework **	Within 15 days after submission of Annual Management Plan.	Implementation Framework is developed and finalized	03Marks
			Execution of the framework in each quarter during an academic year	Implementation Framework is implemented accordingly in each quarter of academic year	
		Development of an EMIS and Functioning of the EMIS***	Development within 180 days after Effective Date, thereafter, reporting on functioning on	EMIS is developed and maintained.	04 Marks
	Technical and Financial**** (T&F) Performance Reports	Quarterly Performance Reports Annual Performance (T&F) Reports	Reports and documents will be submitted within the specified time as per concession agreement.	02 Marks	
	Maintain Performance Security and SRB Registration	Throughout concession period	Check validity of performance security and SRB certificate for respective quarter.	02	

Notes/Guidelines	<p><b>* Annual Management Plan:</b> Annual Management Plan for all the schools listed in the Package, encompassing all interventions articulated by the EMO in its Technical Bid for management of learning and teaching activities; achievement of KPIs; ensuring maintenance and security of the Schools in the Package.</p> <p><b>** Implementation Framework:</b> A framework for day-to-day School Operations and Management Procedures, SOPs, e.g., School Assembly, School Timetable, Curriculum Management, Lesson Planning, Teaching Methodology Progress Monitoring, Examination/ Assessment System, staff hiring, staff performance management, security of facility, Skills Development, Co-Curricular Activities etc., implementation framework timeline is mandatory.</p> <p><b>*** EMIS:</b> Education and School Management information system including, but not limited to, Maintenance of School Records e.g., Attendance, Admissions, Transfers, Hiring, Promotions, School Reports; and Inventory: Blackboard, Bulletin Board, Desk, Chairs, Cupboards, Books and Equipment such as Electrical Equipment (Audio Visual Aids, Computer Hardware/Software etc. Develop and maintain professional EMIS on special purpose software which shall be deployed to ensure the performance of its duties as per the deliverables of the Concession Agreement. The Operator shall share EMIS access with the Authority, Independent Expert and Independent Auditor Organizations. Fields of EMIS may be illustrative as school-wise; 1) Human Resource database; 2) Student data base including gender, new admissions, drop-out, average attendance, etc.; 3) Learning data base including medium of instruction, quantity of learning material, assessment results, learning events, trainings, co-curricular activities; 4) Infrastructure data base; 5) Financial data base; 6) Assets data base including existing assets, news assets, etc.</p> <p><b>**** Financial Reporting</b> EMOs would ensure to submit their comments/feedback on Annual Audits with 15 days after such reports submitted by IAs to their respective EMOs for comments, feedback or clarifications.</p> <p><b>Summary of EMIS of all schools listed in the package will be included in each quarterly report.</b> <b>* The Operator shall mandatorily upload/ maintain/ provide necessary data as required in the <a href="http://seld-pppn.gos.pk/">http://seld-pppn.gos.pk/</a> website.</b></p>
------------------	---

2	<b>Key Progress Indicator</b>	<b>Improved Staff Availability and Attendance – 08 Marks</b>			
	<b>Description</b>	Work with the staff and the administrators of all Schools as listed in the Package to improve attendance and ensure availability of all teaching and non-teaching staff during the entire academic year.			
	<b>Measurement/Criterion:</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>Observation Memo</b>	<b>Marks</b>
		Improvement in staff attendance and Functional Attendance Management.*	Baseline within 60 days of the Effective Date after signing of the Concession Agreement thereafter, reporting on quarterly basis.	Staff (teaching and non-teaching) attendance is improved and managed through Staff Attendance Management System*** (SAMS).	05 Marks
		Availability of staff**		Optimum Staff (teaching and non-teaching) is available for learning, technical, and administrative activities in the Facility during the quarter.	03 Marks
<b>Notes/Guidelines:</b>	<p><b>* Improvement in Attendance.</b> Benchmarked with baseline, demonstrated improvement in staff attendance and availability, till optimum level is achieved.</p> <p><b>** Availability of Staff</b> Ensuring availability of qualified teaching and technical staff in each school for all grades and subjects during the academic year for effective learning process. Ensuring non-teaching and technical staff in each school for all administrative, operational and maintenance work during the academic year. Maintain the provision of optimum School Based Staff during the Concession Period.</p> <p><b>* Staff Attendance Management System.</b> Introduction of an Attendance System that ensures a systematic method of data collection, of both teachers and administrative staff to maintain a time based daily/ monthly attendance record at the school. Further, leave manual and system may also be introduced in accordance with Authority's existing and evolving instructions. A motivational program for teachers may also be developed in consultation with the HM and Teachers for non-monetary mechanisms to appreciate improved attendance and availability of all teachers.</p>				

3	<b>Key Progress Indicator</b>	<b>Improved Students' Enrollment, Attendance and Retention – 10 Marks</b>			
	<b>Description</b>	Adopt a variety of techniques to increase and retain student enrolments, including conducting local community outreach activities to solicit parents/community support for student enrolments and retention.			
	<b>Measurement/Criterion:</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>Observation Memo</b>	<b>Marks</b>
	Students Enrolment*, Attendance Management** and Retention*** Plan.	Baseline within 60 days of effective date; thereafter at the start of the academic year	Student baseline data of enrolment, attendance and retention is collected and maintained A quarterly plan for enrolment growth, improved attendance and retention is available	04 Marks	
	Improvement in Students Enrolments, Attendance Retention Rates, benchmarked with baseline****	At the end of the first quarter after baseline thereafter, reporting on quarterly basis.	Improvement in enrolment, attendance and retention rate(s) in each school	06 Marks	
	<b>Notes/Guidelines:</b>	<p><b>*Students Enrolment Plan: (Grade/Gender)</b></p> <p>It should be a robust plan, particularly focusing on girls' enrolment. Introduction of student attendance tracking mechanism and G.R filtering.</p> <p><b>**Student attendance management plan:</b></p> <p>A management system for calculation of aggregate student attendance percentage along with individual attendance of enrolled students.</p> <p><b>*** Students Retention Plan:</b></p> <p>A plan and system for annual retention targets based on baseline report with gradual decrease in student drop-out ratio if any, particularly girls' dropout. For avoidance of doubt, a student who is absent for a continuous period of ninety (90) days without any prior information or reasonable cause will be considered as dropped-out from the relevant school.</p> <p><b>**** Improvement in Students Enrolments, Attendance Retention Rates, benchmarked with baseline</b></p> <p>Annual enrolment targets for construction schools listed in package are based on baseline student classroom ratio plus 5% for assessment year 1; baseline student classroom ratio plus 10% for assessment year 2, and so on till optimum enrolment of approximately 40 students/classroom is attained. The targets for grouped schools are baseline plus 2% increase in assessment year 1; baseline plus 5% increase in assessment year 2 and so on till optimum enrolment of 40 student/classroom is attained.</p> <p>Annual attendance targets for construction schools is 90% aggregate attendance with 75% individual attendance in 1st assessment year; thereafter minimum 2% annual increase till optimum rate is attained. For grouped schools, 80% aggregate and 75% individual attendance and 2% increase afterwards till optimum attendance rate is attained.</p> <p>Annual retention rate for construction schools is increased by 5% from baseline annually till optimum low drop-out is attained. For grouped schools, target is 3% increase from baseline annually till optimum low drop-out is attained.</p>			

**LEARNING AND TEACHING: CURRICULUM, ASSESSMENT AND TEACHING PROCESS (PEDAGOGY)**

**(Weightage: 40 Marks)**

4	<b>Key Progress Indicator</b>	<b>Lesson Planning and Students' Assessment System – 25 Marks</b>
---	-------------------------------	---

<b>Description</b>	Implementation of GOS approved curriculum and syllabi; Use of students' data (formative and summative assessments) to inform and differentiate instruction in order to meet the academic needs of all students; Improved student learning and achievement through systemic pedagogical approach and systematic curricular/co-curricular program.			
<b>Measurement/Criterion</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>OBSERVATION MEMO</b>	<b>Marks</b>
	Annual Scheme of Studies*	Baseline within 30 days of effective date and Submission of Annul scheme of studies along with Annual Management Plan and implementation report on quarterly basis	Annual Scheme of Studies (ASS) developed and regularly implemented in classroom teaching and learning process	04 Marks
	<ul style="list-style-type: none"> <li>Lesson Planning System: ** (Curriculum and Syllabus)</li> </ul>	Baseline within 30 days of the effective date; thereafter Quarterly Reporting	I. All teachers have access and awareness to Curriculum and syllabus of their assigned subjects and grades. II. Lesson Plan (LPs) are developed and implemented regularly in classroom teaching learning process. III. IEs will observe delivery of LPs (minimum three teachers in each quarter.	04 Marks
	<ul style="list-style-type: none"> <li>Students achieving a level of competence in their subjects in each grade progressively ***</li> </ul>	Baseline within 30 days of the effective date; thereafter Quarterly**** reporting on Formative Assessment	I. Formative assessment (for each subject and grade) is being conducted in each quarter for each grade and section. II. Data of formative assessment is available and evident.	04 marks
		Baseline within 30 days of the effective date; thereafter Annual reporting on Summative Assessment (In-house)	School based annual assessment data of grade K-8 along with percentage and comparative ratio with previous year.	04 Marks in Q4
		Baseline within 30 days of the effective date; thereafter Annual reporting on Summative Assessment (SAT/Board exams)	Data of SAT exams for Grade V and VIII and Board exams for Grade IX-X (IX-XII in HS schools)	04 Marks in Q4
		Baseline within 30 days of the effective date; thereafter Sample based annual assessment of student learning and achievement, conducted by Independent Expert once in each Academic year.	Sample based annual assessment by IE to be conducted in 3 <sup>rd</sup> quarter of each academic year	05 Marks in Q3

<p><b>Notes/Guidelines:</b></p>	<p><b>* Annual scheme of Studies (ASS)</b>  Annual scheme of studies is a guideline that defines the structure and content of an academic course. Also called the scheme of work, is usually an interpretation of a specification or syllabus and can be used as a guide throughout the course to monitor progress against the original plan. GOS Scheme of Studies will be used, if available, otherwise should be developed.</p> <p><b>Schools must follow the approved Provincial Curriculum.</b></p> <p><b>** Lesson Planning System (LPS):</b>  Development of lesson planning system based on curriculum and syllabi aligned with provincial curriculum frameworks and expectations; aligned vertically between grades and horizontally across classrooms at the same grade level; is fully implemented in classrooms; and supports opportunities for all students to master various skills and concepts.</p> <p><b>*** Students achieving a level of competence in their subjects in each grade progressively:</b></p> <ul style="list-style-type: none"> <li>• For all Construction Schools: 4% increase from baseline in 1st year of Concession Agreement, and then maintaining 5% increase for succeeding years.</li> <li>• For all grouped / non-construction Schools 3% increase from baseline for 1st year, 4% for 2nd year, 5% for 3rd year and then maintaining 5% increase for succeeding years.</li> <li>• Assessment System: (In-House/Independent)</li> <li>• Implementation of a robust Assessment System (formative, summative, achievement and diagnostic etc.) that is based on good evaluation practices.</li> </ul> <p><b>Assessment System: (In-House/Independent)</b>  Implementation of a robust Assessment System (formative, summative, achievement and diagnostic etc.) that is based on good evaluation practices.</p> <p><b>****Quarterly</b>  Formative Assessment will only be conducted during first three quarters of academic session. Purpose of this assessment would be improvement in teaching practices.</p>
---------------------------------	---



5	<b>Key Indicator</b>	<b>Progress</b> <b>Continuous Professional Development (CPD) of staff - 15 Marks</b>			
	<b>Description</b>	Continuous Professional Development to enhance management / administrative skills of non-teaching staff , as well as, enrich teaching staff's content knowledge of the relevant subjects and enhance their teaching pedagogical skills using variety of tools, teaching methodology and alternate learning mechanisms			
	<b>Measurement/Criterion:</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>OBSERVATION MEMO</b>	<b>BIFURCATION OF 15</b>
		Training Need Assessment (TNA): *	Baseline at the signing of the Concession (within 60 days of the effective date) and thereafter at start of academic year along with development of Continuous Professional Development plan for concerned academic year based on TNA	Baseline of all staff (teaching & non-teaching staff of Authority's & Operator's employee based on TNA is available. CPD plan during the whole academic year has been developed. In remaining three quarters, implementation of CPD plan will be measured accordingly.	05 Marks
Continuous Professional Development trainings. **		Within the first year of the Concession. Thereafter, Bi- annual training.	CPD trainings have been conducted in accordance with CPD plan. All staff (teaching and non-teaching) have got minimum required hours of CPD on basis of their TNA.	10 Marks	
<ul style="list-style-type: none"> <li>Quality Assurance of CPD ***</li> </ul>	QA reports of trained staff based on classroom teaching practices and office and academic management bi-annually basis (in following quarter after each CPD training is conducted)	All staff (teaching and non-teaching) perform skills and attributes what they have learnt during CPD training(s)			
<b>Notes/Guidelines:</b>	<p><b>* Training Need Assessment:</b> A structured way to gather data for determining training needs to be developed to help all teachers and administrative staff of all the Schools listed in the Package for the EMOs to accomplish their goals and objectives. Assessment may include, but not limited to current knowledge, skills, attributes and abilities, to identify any gaps or other areas of teaching and/or management/supervising/monitoring needs.</p> <p>It is to be noted that "National Professional Standards for Teachers in Pakistan (NPSTP) 2009" shall be followed in preparation of the TNA. While basic management needs and knowledge of public administration of School Education and Literacy Department Sindh will be identified for management staff.</p> <p><b>** Professional Development of Staff:</b> Trainings of teachers, based on TNA, including content/subject, pedagogical, gender-mainstreaming and/or management skills and dispositions, and IT. Professional Development of Teachers must impart subject knowledge and understanding (content), disposition and pedagogical skills to achieve competency level. The outcome of trainings should reflect in teachers' ability to creating a learning environment where students feel comfortable, and encouraged to succeed academically. Training of non-teaching staff, based on TNA, including administration and management relevant areas/SOW in day to day business of schools along with behavioral characteristics, language skills, IT, office decorum, etc.</p> <p><b>***Quality Assurance of CPD</b> Post training evaluation is an impressive strategy to enforce best industry practices in teaching learning process in the classrooms and improved administration and management performance. For this purpose, a follow-up classroom/office work observation tool will also be developed during training sessions and QA reports will be prepared during quarter which comes immediately after the CPD training(s) is (are) conducted. QA mechanism of CPD will be established and QA report of each staff member will be prepared and a summary of post training evaluation will be shared with concerned quarter reports.</p>				

**SCHOOL ENVIRONMENT AND SCHOOL COMMUNITY ENGAGEMENT: (WEIGHTAGE 25 Marks)**

<b>6</b>	<b>Key Progress Indicator</b>	<b>School Repair and Maintenance and Improved School Community Engagement – 15 Marks</b>			
	<b>Description</b>	<p>Ensure that all facilities listed in the Package i.e. water, sanitation, furniture, fixture, material, equipment, structure, infrastructure in all schools are all inclusive, functional, operative and safe during the whole academic term.</p> <p>Engage School Management Committee (SMC) in development and implementation of a comprehensive school improvement plan. Ensure that SMCs and parents are updated on school progress, challenges and planning.</p>			
	<b>Measurement/Criterion:</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>OBSERVATION MEMO</b>	
		<ul style="list-style-type: none"> <li>Repair and Maintenance* Plan of the all the schools listed in the Package including infrastructure, equipment, furniture and fixtures.</li> </ul>	<p>Repair and Maintenance plan of all the Schools listed in the Package within 60 days of the effective date of concession agreement, and thereafter, report on quarterly basis.</p>	<p>All facilities as listed above in KPI description are operative and safe, in accordance with stock register, during the observation period.</p>	04 Marks
		<ul style="list-style-type: none"> <li>Installation and maintenance of Solar system, computer and science labs</li> </ul>	<p>Installation of all these facilities within the first six (06) months of the Effective date.</p> <p>Maintenance of all these facilities throughout the concession agreement.</p>		
		<ul style="list-style-type: none"> <li>Meetings and engagement with School Management Committees (SMCs):**</li> </ul>	<p>Within 30 days of the effective date of concession agreement, thereafter, on quarterly basis.</p>	<p>Quarterly report of SMC meeting(s) and their decisions</p>	04 Marks
		<ul style="list-style-type: none"> <li>Meetings and engagement with DEO, TEO and DST***</li> </ul>	<p>Within 30 days of the effective date of concession agreement, thereafter, on quarterly basis.</p>	<p>I. Quarterly meeting minutes of DEO, TEO and DST meetings and their decisions</p> <p>II. Sharing school performance reports of IE and IA with DEO, TEO and DST</p>	04 Marks
		<ul style="list-style-type: none"> <li>Improved Community Outreach (ICO): ****</li> </ul>	<p>Submission of a plan along with the Annual Management Plan, thereafter reporting on bi-annual basis. Such community outreach plan should have grievance redressal mechanism**** as well</p>	<p>Bi-annual reports (Q1 &amp; Q3) of community outreach to improve student enrolment, attendance and learning needs; to share with them services offered at facilities which are beneficial to the community</p>	03 Marks
		<ul style="list-style-type: none"> <li>Parent Teacher Meetings (PTM): *****</li> </ul>	<p>Bi-annual meetings, especially at the end of the academic term</p>	<p>Bi-annual reports (Q2 &amp; Q4) on PTA meeting(s) about progress of their children learning and behavior in the facility</p>	

<p><b>Notes/Guidelines:</b></p>	<p><b>*Repair and Maintenance</b>  A Package comprising of Group of Schools (number of construction schools + Grouped schools) are handed over to EMO under a comprehensive handing/taking-over process. During implementation, the EMO should ensure that all facilities, i.e. furniture, fixture, material, equipment, structure and infrastructure, water, sanitation, etc. of all Schools listed in the Package are maintained in satisfactory and running condition to establish a safe and child-friendly learning environment in the school. The repair and maintenance tasks should be completed in a reasonable time. The stock register will also be maintained to track availability of articles and goods in the facility.</p> <p><b>**School Management Committees:</b>  At least one meeting of the General Body of each SMC should be conducted in an academic year; and at least one meeting of the Executive Body of each SMC should be conducted in each quarter. EMO may constitute a District Executive Committee for all the Schools listed in the Package to strengthen coordination and collaboration for best learning practices among children, community and staff of these schools. The school is to engage with SMC to build a supportive environment, keeping in view the cultural contexts whereby within the community everyone is celebrated, respected, and heard. EMO is encouraged to conduct a joint meeting of the SMC chairpersons and secretaries.</p> <p><b>***DSTs</b>  District Support Team (DSTs) are notified by SELD for oversight of EMO reforms at district level, help in mitigating challenges and strengthening PPP reforms in the Districts.</p> <p><b>**** Improved Community Outreach:</b>  Each School develops a program to engage parents, and larger community for increasing and sustaining enrolments, improved management of school and the availability of specialized programs and services at the school and outside school to meet the needs of all students, particularly girls. They will also include grievance redressed mechanism as per notes below.</p> <p><b>*****Parent Teacher Meetings (PTM):</b>  Bi-annual meeting of teachers with parents to review the progress of students' academic and behavioral progress.</p> <p><b>Notes:</b> Each school shall display Grievance redressal mechanism on the Schools' entrance walls, including Group of Schools notice board along with the respective contact numbers of School &amp; District School Administrations, EMOs, and Independent Expert, whereby the students and community may get to know the levels through which complaints pertaining to School Administration, overall learning environment, cleanliness etc may be lodged. In case, such complaint does not resolve in seven (7) working days then such complaint may to be referred to Independent Expert Organization by the student or community.</p>
---------------------------------	--

7	<b>Key Progress Indicator</b>	<b>Improved Health and Hygiene practices, and sporting activities. – 10 Marks</b>			
	<b>Description</b>	Design and implement school based hygiene and nutrition education and awareness raising activities. Work with parents and SMCs to run social and behavior change campaigns in schools. Provide sports and games facilities and organize sports gala event.			
	<b>Measurement/Criterion:</b>	<b>ACTION PLAN</b>	<b>FREQUENCY</b>	<b>OBSERVATION MEMO</b>	<b>BIFURCATION OF 10 Marks</b>
		Health and Hygiene (H&H) practices plan*	Annual submission of H&H plan, based on students screening, within 60 days after submission of Annual Management Plan; thereafter quarterly reports on implementation of plan.	H&H plan is developed on basis of students screening. At least one activity based on health and hygiene practices in and outside the facility in each quarter.	04 Marks
<ul style="list-style-type: none"> <li>Demonstrated healthy practices of students, supported with health and hygiene activities and facilities**</li> </ul>		Baseline of students screening within two quarters of the effective date; thereafter annual reporting on screening; Quarterly reporting on progress achieved	Awareness about healthy nutrition has been provided. All around the facility, in and outside the school building, is neat & clean and provides healthy environment. Screening of students is done annually and results are shared in annual	03 Marks	
<ul style="list-style-type: none"> <li>Sports and Games facility and event plan***</li> </ul>	Submission of plan within 30 days after submission of Annual Management Plan. Thereafter quarterly reports on implementation of plan	Physical education is a part of teaching learning practices. Sports and games are regular activity with equal opportunity for each and every student in the facility. Sports and games articles and goods are available and in use. Sports and games experts supervise these activities.	03 Marks		
<b>Notes/Guidelines:</b>	<p><b>* Health and Hygiene Practices:</b> Health and Hygiene (H&amp;H) support activities should be part of the School management plan. Students and schools staff should be implementing improved H&amp;H practices. Periodic screening of students will be conducted annually to assess student health and to design H&amp;H plan for the next year.</p> <p><b>** Health and Hygiene Practices / Activities / Facilities:</b> Implementation of H&amp;H practices in all the schools, with proper cleanliness in classrooms, corridors, play areas and wherever movement of students takes place within the premises. Organizing co-curricular activities to inculcate good behavior, hygiene, manners, discipline and personality.</p> <p><b>*** Sports and Games facility and event plan:</b> Sports and games facility should be provided at each school and should be included in regular activities of the school time table. Inter-Schools Annual sports gala/event should be organized and students may be provided opportunities to nurture their sports skills. Provision of opportunity to introduce school best players to local, provincial or corporate sports stakeholders will be appreciated.</p>				

## ANNEXURE 8- DETAILS OF THE FACILITIES

The sole Package under this Invitation for Bids consists of **05 SBEP** Construction schools and **2 Grouped** Schools in the districts of **Dadu** and **Qambar Shahdadkot**. The management of this Package is intended to be handed over to a successful Bidder by the Authority under this Invitation for Bids. The SBEP Construction school(s) may also have an existing school block(s) (old block(s), if any) within its boundaries, therefore, in accordance with the School Consolidation Policy, such block or blocks within the Construction School(s) boundary shall be construed as a single school. A Bidder may submit only one bid in respect of the sole district Package, as identified below.

**Note:**

*The Prospective Bidder is required to do a detailed count of the existing teaching and non-teaching staff employed by the Authority at the Facility. The Bidder should estimate the cost of maintaining an optimal number of teaching and non-teaching staff at the Facility at all times during the life of the project and build the cost of the same in the Financial Bid, accordingly. It may be noted that the total budgeted cost of the School based teaching and non-teaching staff hired by the EMO, under this Package, must **at least be 45% of the total Bid Price**.*

*Though, the Authority will make reasonable effort to provide School based teaching and non-teaching staff as per the budgeted sanctioned positions for the facility, yet, the Financial Bid should be prepared in such a manner that it provides for sustaining an optimal number of staff at all times even if there arise any instances of staffing shortages during the course of this project. The purpose of maintaining this floor is to provide the EMOs with a fiscal space to counter any unforeseen staffing shortages that may arise during the lifetime of the project.*

SN	District Package Summary	Dadu & Qambar Shahdadkot
1	Number of Construction Schools	05
2	Number of Grouped Schools	02
3	Number of Classrooms	54
4	Student Enrolment	1,055
5	Maximum attendance in schools on any one day in the current academic year *	755
6	Number of Teaching Staff	25
7	Number of Non-teaching Staff	05
8	Number of Schools without grouped schools	04

*\*The maximum attendance of students has been calculated on the basis of the attendance of most children in schools in any of the day during current academic year. This data may help bidders to design their strategies and required budget to improve students' attendance on regular basis.*

- *Authority disclaims any responsibility on direct or indirect reliance on this data. Prospective bidders are encouraged to conduct exclusive surveys to ascertain accurate and reliable information in respect of the following Package:*

## DISTRICT PACKAGE # 1 – DADU & QAMBAR SHAHDADKOT

<b>Number of Construction Schools:</b>	<b>05</b>
<b>Number of Grouped Schools:</b>	<b>02</b>
<b>Total Number of Classrooms:</b>	<b>54</b> <b>Construction School (New 40 + Old 02)</b> <b>Grouped Schools (12)</b>
<b>Total Enrollment:</b>	1,055 (Construction 604 + Grouped 451) (Boys 604 + Girls 451)
<b>Total Staff- Working:</b>	<b>Teaching 25</b> (Male 13 + Female 12) Construction 16 (Male 04 + Female 12) Grouped 09 (Male 09 + Female 00) <b>Non-Teaching 05</b> (Male 05 + Female 00) Construction 04 (Male 04 + Female 00) Grouped 01 (Male 01 + Female 00)

DISTRICT PACKAGE #: 1 – Dadu & Qambar Shahdadkot

GROUP: Phakka

TALUKA: Dadu

**A – SBEP Construction School**

SN	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
				Current	Proposed	Current	Proposed								
1.	Yar Mohammad Kalhoro	GGHS Phakka	402010615	High	High	Girls	Mix	New Block	08	08	21	Yes	Yes	Yes	Yes
								Old Block	00	00					

**B – Grouped Schools**

SN	Union Council	School Name	SEMIS Code	School Level	Gender	Distance from Construction School	Classrooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
1.	Muradabad	GBPS Ahmed Khan Jatoi	402010375	Primary	Mix	2.5 KM	08	00	01	Yes	Yes	Yes	Yes
2.	Khudabad	GBPS Dotra Panhwar	402010357	Primary	Boys	2 KM	04	00	02	Yes	Yes	Yes	No

**A – SBEP Construction School**

Name of School	Teaching Staff	Non-Teaching Staff	Enrolment						
	Working	Working		Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total
GGHS Phakka	M: 00	M: 03	Boys	-	-	-	-	-	-
	F: 11	F: 00	Girls	-	-	73	17	-	90
<b>Total</b>	<b>11</b>	<b>03</b>		<b>-</b>	<b>-</b>	<b>73</b>	<b>17</b>	<b>-</b>	<b>90</b>

**B – Grouped Schools**

Name of School	Teaching Staff	Non-Teaching Staff	Enrolment						
	Working	Working		Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total
GBPS Ahmed Khan Jatoi	M: 06	M: 00	Boys	100	83	-	-	-	183
	F: 00	F: 00	Girls	50	73	-	-	-	123
GBPS Dotra Panhwar	M: 03	M: 01	Boys	30	115	-	-	-	145
	F: 00	F: 00	Girls	-	-	-	-	-	-
<b>Total</b>	<b>09</b>	<b>01</b>		<b>180</b>	<b>271</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>451</b>

DISTRICT PACKAGE #: 1 – Dadu & Qambar Shahdadkot

GROUP: Sabu Buriro

TALUKA: Kambar

**A – SBEP Construction School**

SN	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Classrooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
				Current	Proposed	Current	Proposed								
1.	Ghaibi Dero	GBPS Sabu Buriro	427010277	Primary	High	Mix	Mix	New Block	08	08	21	Yes	Yes	Yes	Yes
								Old Block	00	00					

**A – SBEP Construction School**

Name of School	Teaching Staff	Non-Teaching Staff	Enrolment						
	Working	Working		Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total
GBPS Sabu Buriro	M: 01	M: 00	Boys	18	78	-	-	-	96
	F: 00	F: 00	Girls	08	57	-	-	-	65
<b>Total</b>	<b>01</b>	<b>00</b>		<b>26</b>	<b>135</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>161</b>



DISTRICT PACKAGE #: 1 – Dadu & Qambar Shahdadkot

GROUP: Noor Mohammad Supro

TALUKA: Kambar

**A – SBEP Construction School**

SN	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Class Rooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
				Current	Proposed	Current	Proposed								
1.	Dost Ali	GBPS Noor Mohammad Supro	427010318	Primary	High	Mix	Mix	New Block	08	08	21	Yes	Yes	Yes	Yes
								Old Block	02	00					

**A – SBEP Construction School**

Name of School	Teaching Staff		Non-Teaching Staff		Enrolment						
	Working		Working		Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total	
GBPS Noor Mohammad Supro	M: 01		M: 00		Boys	25	84	-	-	-	<b>109</b>
	F: 00		F: 00		Girls	13	25	-	-	-	<b>38</b>
<b>Total</b>	<b>01</b>		<b>00</b>			<b>38</b>	<b>109</b>	-	-	-	<b>147</b>

DISTRICT PACKAGE #: 1 – Dadu & Qambar Shahdadkot

GROUP: Khairo Gadhi

TALUKA: Miro Khan

**A – SBEP Construction School**

SN	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Class Rooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
				Current	Proposed	Current	Proposed								
1.	Khabar	GGPS Khairo Gadhi	427020068	Primary	High	Girls	Mix	New Block	08	08	21	Yes	Yes	Yes	Yes
								Old Block	00	00					

**A – SBEP Construction School**

Name of School	Teaching Staff		Non-Teaching Staff		Enrolment						
	Working		Working			Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total
GGPS Khairo Gadhi	M: 00		M: 00		Boys	-	-	-	-	-	-
	F: 01		F: 00		Girls	35	78	-	-	-	113
<b>Total</b>	<b>01</b>		<b>00</b>			<b>35</b>	<b>78</b>				<b>113</b>

DISTRICT PACKAGE #: 1 – Dadu & Qambar Shahdadkot

GROUP: Meeran Machhi

TALUKA: Miro Khan

**A – SBEP Construction School**

SN	Union Council	School Name	SEMIS Code	School Level		Gender		School Building	Class Rooms	Other Rooms	Washrooms	Electricity	Water	Boundary Wall	Playground
				Current	Proposed	Current	Proposed								
2.	Khabar	GBLSS Meeran Machhi	427020187	Middle	High	Mix	Mix	New Block	08	08	21	Yes	Yes	Yes	Yes
								Old Block	00	00					

**A – SBEP Construction School**

Name of School	Teaching Staff		Non-Teaching Staff		Enrolment						
	Working		Working			Katchi (ECE)	Primary	Middle	Secondary	Higher Sec.	Total
GBLSS Meeran Machhi	M: 02		M: 01		Boys	-	-	71	-	-	<b>71</b>
	F: 00		F: 00		Girls	-	-	22	-	-	<b>22</b>
<b>Total</b>	<b>02</b>		<b>01</b>			<b>00</b>	<b>00</b>	<b>93</b>	-	-	<b>93</b>

## ANNEXURE 9 – APPLICATION FORM

To:

Secretary, School Education & Literacy Department  
Government of Sindh  
1<sup>st</sup> Floor, Tughlaq House, Sindh Secretariat,  
Karachi, Pakistan.

**Re: Management and operation of certain public schools by Education Management Organizations in the province of Sindh (the “Project”)**

[DATE]

Dear Sirs,

Pursuant to the Invitation to Bid document dated [Please insert the relevant date], [Name of Prospective Bidder] hereby submits its Application in conformity with the Invitations for Bids Document and Instructions to Prospective Bidders dated [●] (as amended and/or supplemented from time to time) (the **Invitations for Bids Document**) and requests to be considered for Eligibility for the Project.

*All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Invitations for Bids Document.*

[Name of Prospective Bidder] hereby confirms that it:

- (a) agrees to comply with all the tender rules, laws and regulations governing the tender as issued by the relevant authorities from time to time.
- (b) accepts the right of the Sindh School Education Department to (i) request additional information reasonably required to assess the application, (ii) amend the procedures and rules or make clarifications thereof, and (iii) extend or amend the schedule of the eligibility and the tender;
- (c) accepts the exclusive application of the federal laws of Pakistan and provincial laws of Sindh with respect to these eligibility procedures; and
- (d) fully and completely understands and accepts the terms of the Invitations for Bids Document and hereby undertakes to comply with the same.

[Name of Prospective Bidder] hereby represents and warrants that as of the date of this letter:

- (a) all of the information submitted in this Application, including the enclosed forms and documents, is accurate in all respects;
- (b) [Name of Prospective Bidder], [including any of our Consortium members], has(ve) not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding during the last five (5) years; and
- (c) [Name of Prospective Bidder], [including any of our Consortium members], has(ve) paid all taxes due, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

Attached herewith to this Application are the following documents, as appropriate:

- (a) Basic Information Form (**Annexure 10**)
- (b) Experience Form (**Annexure 12**);
- (c) Financial Data Form (**Annexure 12**); and
- (d) Parent Company Letter of Comfort (if relevant) (**Annexure 14**), and
- (e) Affidavit (**Annexure 14**);
- (f) Other documents required in Section 4 of the Invitations for Bids Document.

[*Name of Prospective Bidder*] hereby designates [ ] as its representative to receive notices in respect of the eligibility and the tender at the following address, telephone and facsimile numbers:

[*Representative's address, telephone and facsimile numbers*] [*Signature*]  
In the capacity of [position]

Authorized to sign this Eligibility Application for [*Name of Prospective Bidder*]

## ANNEXURE 10 - BASIC INFORMATION FORM

### PROSPECTIVE BIDDER INFORMATION:

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

Domicile:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

### CONSORTIUM MEMBERS INFORMATION: (IF APPLICABLE, FILL IN DETAILS FOR ALL MEMBERS, IDENTIFYING THE LEAD MEMBER AND/OR THE MEMBER(S) TO BE EVALUATED FOR EACH OF THE ELIGIBILITY CRITERIA SET FORTH IN SECTION 4.3 PART I)

Name:

Type: (Corporation, Partnership, etc.)

Company/Entity incorporation/registration no:

Domicile:

Address of principal office:

Telephone number:

Fax number:

E-mail address:

Primary areas of business:

Shareholder/Member certificate (attach separately)

## ANNEXURE 11 – EXPERIENCE FORM (DEC1)

The Prospective Bidder, or if the Prospective Bidder is a Consortium, at least one of the Consortium members, should provide sufficient detail of its experience in the management and operation of educational institutions for five (5) of the full calendar years in at least 5 educational institutions, to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.

Organization / Institution Name	Location	Description & Size	Role of the Prospective Bidder or Consortium Member	Date of Commencement of Operations	Reasonable proof or an Affidavit or a letter attested from a Gazetted Officer <sup>1</sup>
[add rows if necessary]					

---

<sup>1</sup> The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium members, shall provide reasonable proof or an Affidavit or a letter attested from a gazetted officer as confirmation of each of the experiences that they list in the table of this **Annexure 11**.

## ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)

### NET WORTH

- (i) Financial Year End [insert the date and year]

<b>Prospective Bidder</b> <b>(or if the Prospective Bidder is a Consortium, the Lead Member)</b>		
<b>Value of Total Assets</b>	<b>Total Liabilities</b>	<b>Net Worth</b>
<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>

- (ii) Financial Year End [insert the date and year]

<b>Prospective Bidder</b> <b>(or if the Prospective Bidder is a Consortium, the Lead Member)</b>		
<b>Value of Total Assets</b>	<b>Total Liabilities</b>	<b>Net Worth</b>
<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>	<i>[insert the amount in PKR]</i>



## ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

To:

Secretary, School Education & Literacy Department, Government of Sindh  
1<sup>st</sup> Floor, Tughlaq House,  
Sindh Secretariat, Karachi, Pakistan.

**Re: Management and operation of certain public schools by Education Management Organizations in the province of Sindh (the "Project")**

[DATE]

Dear Sirs,

We refer to the Invitation for Bids document issued by the Sindh School Education Department, dated [●] ("**Invitations for Bids Document**"), also inviting eligibility applications from Prospective Bidders for the execution and completion of a Concession Agreement involving the management and operation of certain public schools in the province of Sindh (the "**Project**").

According to Section 4.3.2 of the Invitation for Bids Document (Financial Criteria - Submission of Evidence from Parent Company), the Prospective Bidder, or if the Prospective Bidder is a Consortium, at least one of the Consortium members, may choose to present financial statements from a Parent Company to satisfy Financial Criteria in EC2. For this purpose, the "Parent Company" means any corporate entity Controlling the Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium member, and "Control" means having, directly or indirectly, a majority of the voting securities or a majority representation on the Board of Directors (or other similar constituent body) of the given entity.

In consideration of the above, we hereby confirm and undertake that:

- (i) we are the Parent Company of [name of Prospective Bidder or a Consortium Member], which is seeking for eligibility for the Project as [Prospective Bidder/Consortium Member]; and
- (ii) we will make available sufficient funds and resources to [name of Prospective Bidder or a Consortium Member] to enable it to meet its obligations as the shareholder/member of the Operator and otherwise act as a prudent and careful Project sponsor.

Except where the context requires otherwise, capitalized terms used in this letter shall have the meaning ascribed in the Invitation for Bids Document.

Yours faithfully,

[Name of Parent Company]

By:

Name:

Title: (Authorized signatory)

## ANNEXURE 14 - AFFIDAVIT

To:

Secretary, School Education & Literacy Department, Government of Sindh  
1<sup>st</sup> Floor, Tughlaq House, Sindh Secretariat,  
Karachi, Pakistan.

Re: **Management and operation of certain public schools by Education Management Organizations in the province of Sindh (the “Project”)**

[DATE]

Pursuant to the Invitation for Bids Document dated [please insert the date] in respect of the Sindh Education Management Organization Project,

[Name of Prospective Bidder/Lead Member of Consortium] hereby represents and warrants that, as of the date of this letter [Name of Prospective Bidder/Lead Member of Consortium], and each member of our Consortium (if applicable):

- (a) is not in bankruptcy or liquidation proceedings;
- (b) is not blacklisted by the Provincial and/ or Federal Government of Pakistan;
- (c) barred by the relevant government authority in order to provide EMOs services;
- (d) has not been convicted of fraud, corruption, collusion or money laundering;
- (e) 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 Concession Agreement; and
- (f) does not fall within any of the circumstances for ineligibility listed in Section 3.4 (Ineligibility of a Prospective Bidder) of the Expression of Interest.

Yours Sincerely,

Name and Title of Authorized Signatory: Name of Firm:

Address:

## ANNEXURE 15 - SPECIFICATIONS OF SCIENCE LAB

Following is the minimum breakup for equipment and supplies for a school based science lab. However, based on bidders' school based survey, they can propose even better solutions.

BIOLOGY		
SN	ITEMS	QTY.
1	Compound Microscope L-101 with wooden box and weight box China as per sample	6 Nos
2	Prepared slide of Bacteria set of 3 India as per sample	2 Set
3	Prepared Slide of Chlymadomanas India as per sample	2 Nos
4	Prepared slide of spirogyra India as per sample	2 Nos
5	Prepared Slide of dicot stem India as per sample	2 Nos
6	Prepared Slide of Ameoba India as per sample	2 Nos
7	Prepared Slide of Paramecium India as per sample	2 Nos
8	Prepared Slide of Mosquito Set of 4 India as per sample	2 Set
9	Prepared slide of Mitosis Set of 5 India as per samol-	2 Nos
10	Prepared slide of Meosis set of 12 India as per sample	2 Nos
11	Prepared slide of Brasica Root India as per sample	2 Nos
12	Prepared slide of Brasica stem India as per sample	2 Nos
13	Prepared slide of Brasica leaf India as per sample	2 Nos
14	Preserved specimen in glass slab as per sample	1 Nos
15	Prepared slide of funeria India as per sample	2 Nos
16	Preserved specimen of Jelly fish in glass slab china as per sample.	1 Nos
17	Preserved specimen tape worm in glass slab china as per sample.	1 Nos
18	Preserved specimen of Snail in glass slab china as per sample.	1 Nos
19	Preserved specimen of starfish in glass slab china as per sample.	1 Nos.
20	Preserved specimen of sea urchin in glass slab china as per sample.	1 Nos
21	Preserved specimen of sea horse in glass slab china as per sample.	1 Nos
22	Prepared slide of Euglena India as per sample	2 Nos
23	Preserved specimen of Dog fish in glass slab china as per sample.	1 Nos
24	Preserved specimen of Cattle fish in glass slab china as per sample.	1 Nos
25	Preserved specimen of naries in glass slab china as per sample.	1 Nos
26	Prepared slide of plasmodium India as per sample	2 Nos
27	Prepared slide of monocot stem India as per sample	2 Nos
28	Prepared slide of animal & plant tissues India as per sample	2 Nos
29	Prepared slide of monot cot root India as per sample	2 Nos
30	Plane Glass slide per Packet China as per sample	6 Pkts
31	Cover slip 18 x 18 mm China as per sample	4 Pkts
32	Dissecting Box large size Pak as per sample	10 Nos
33	Test tube 12 x 100 mm bomax China (original) as per sample	4 Doz
34	Test Tube 25 x 150mm bomax china (original) as per sample	2 Doz
35	Gennous potometer with stand pak as per simple	6 Nos
36	Glass Dropper Pak as per sample	25 Nos'
37	Model of Amoeba Plastic Pas as per sample	1 No
38	Model of Pitcher Plant set Pak as per sample	1 Set
39	Petri Dish 10Orn China as per sample	10 Nos
40	Iodine Pak as per sample	2 lbs

41	Prepared slide of sproangia India as per sample	2 Nos
42	Glycerine Pak as per sample , '	2 lbs
43	Human Skelton Plastic China as per sample	1 No
44	Model of Human teeth (set) China as per sample	1 No
45	Model oaluman heart Plastic China as per sample	1 No
46	Model fo Human eye Plastic China as per sample	1 No
47	Model of Human Kidney Plastic China as per sample	1 No
48	Bell Jar China as per sample	2 Nos
49	Vacuum flask imported as per sample	2 Nos
50	Magnifying glass imported as per sample	10 Nos
51	Cotton Pak as per sample	2 Roll
52	Dissecting dishes with wax Pak aiPer sample	2 Nos
53	Cobalt Chloride paper as per sample	10 Nos
54	Eosin solution Pak as per sample	500 ml
55	Human "Brian Model Plastic China as per sample"	1 No
56	DNA Model China as per sample	1 No
57	Benedicts solution Pak as per sample	500 ml
58	Fehling's solution A.I3 Pak as per sample	500 ml
59	Biology Charts set of 10 Pak as per sample.	2 sets
60	Dissecting Microscope China as per sample.	5 Nos

<b>CHEMISTRY</b>		
<b>SN</b>	<b>ITEMS</b>	<b>QTY.</b>
1	Copper Sulphate Pak as per sample.	2 Lbs
2	Alum Potash Pak as per sample.	2 Lbs
3	Hydrochloric acid Pak as per sample.	5Lbs
4	Sodium Hydroxide Pak as per sample.	4Lbs
5	Sulphuric acid Pak as per sample.	5Lbs
6	Ammonium Chloride Pak as per sample.	2Lbs
7	Calcium Carbonate Pak as per sample.	2Lbs
8	Beaker 100m1 China (Bomax Original) as per sample.	15 Not
9	Beaker 250m1 China (Bomax Original) as per sample.	15 Not
10	Beaker 500m1 China (Bomax Original) as per sample.	10 Not
11	Beaker 1000m1 china (Bomax Original) as per	10 Not
12	FonnTcli Flask 250 China (Bomax Original) as per	10 Not
13	Namtelottom Flask 250m1 China (Borneo Original) as	113 Nos
14	rulrinaolettom Flask 250m1 China (Bomax Original) Fig ner earnnle	10 Nos
15	Balance Digital 0 to 100gms China as per sample.	4 Nos
16	Litmus Paper (Red) China as per sample.	15 Pkts
17	Litmus Paper (Blue) China as per sample.	15 Plus
18	Spirit lamp glass 150m1 China as per sample.	15 Pkts
19	Glass tubing diff size Pak as per sample.	15 Pkts
20	Burette graduated 50m1 India rotaflow as per sample	15 Pkts
21	Pippetel0m1 Germany as per sample.	15 Not
22	Thennameter Centrigrade China as per sample.	15 Not
23	Sulphur Pak as per sample.	6 labs

24	Carbon disulphide Pak as per sample.	2 lbs
25	Woulf bottle 250m ml Pak as per sample.	10 Nos
26	Thistle flumel Pakas per sample.	15 No
27	Cork Borer set of 3 Brass Pak as per sample.	10 Sets
28	Cork Rubber different sizes Pak as.per sample.	40 Nos
29	Wire gauze 4" x 4" Pak as per sample.	10 Nos
30	Iron stand large size superior Pak as per sample.	10 Not
31	Burette stand Ivletalic F-type Pak as per sample.	10 Nos
32	Capillary tube different size Germany Pak as per 32 camnle	5 Pk ts
33	Fusion tubes G. Glass Pak as per sample.	5Pkts
34	Glass stirrer Pak as per sample.	10 Nos
35	Tripod stand 5" high Pak as per. sample.	15 Nos
36	Funnel 4" dia China Pak as per sample.	15 Nos
37	China dish 35cc China as per sample.	15 Nos
38	China Dish 60 cc China as per sample.	15 Nos
39	Filter paper Brazil local Pak as per sample15cm.	15 Nos
40	PH paper 1-14 Pak as per sample.	8 Nos
41	Test Tubes 16x 150nun Pak as per sample.	4 Dozen
42	"Test Tubes stand den Prl	10 Nos
43	Phenolphthaline Pak as per sample.	100 gms
44	Methyle Orange Pak as per sample.	100 gms
45	Test tube holder Pak as per sample.	15 Nos
46	Dish Holder iron tongue Pak as per sample.	10 Nos
47	Iron Dust Pak as per sample.	2 lbs
48	Zinc Metal Pak as per sample.	2 lbs
49	Water Tub Plastic Pak as per sample.	10 Nos
50	Gas Jar lid with hole Pak as per sample.	20 Nos
51	Gar Jar lid without Hole Pak as per sample.	20 Nos
52	Behive shelf Pak as per sample.	10 Nos
53	Sodium Chloride Pak Pak as per sample.	2 lbs
54	Oxalic acid Pak as per sample.	2 lbs
55	Spirit Mathelated Pak as per sample.	4 litre
56	Potassium Permanganate Pak as per sample. .	6 lbs
57	Electrodes Pak as per sample 3 zinc + 3 copper.	6 Nos
58	Key two way Pak as per sample.	10 Nos
60	Bulb China Pak as per sample.	10 Nos
61	Measuring flask China 100m1 wheel brand Pak as ner samnle	4 Nos
62	Periodic table (Chan) Pak as per sample.	2 No
63	Potassium sulphate Pak as per sample.	2 lbs
64	Aluminium Sulphate Pak as per sample.	2 lbs
65	Nitric Acid Pak as per sample.	5 lbs
66	Sodium Zeolite Pak as per sample.	1 lbs
68	Triangular File Pak as per sample.	6 Nos

PHYSICS		
SN	ITEMS	QTY.
1	Vernier Calliper 6" China as per sample	10 Nos
2	Micro meter 25nun China as per sample	10 Nos
3	Olas Prism 2" x 2" x 2" Pak as per sample	20 Nos
4	Convex Lens 15 to 30 focal length Pak as per sample	20.Nos
5	Free fall apparatus with brass pully Pak as per sample	10 Nos
6	Grave Sands apperattess complete Pak as per sample	10 Nos
7	Helical Spring app with 250gm slotted wts Pak u per sample	10 Nos
8	Glass slab 3". x T.' Psk sr per srmple . . .	20 Na
9	Physical balance with box China original as per sample	4 Nos
10	Meter rod full size wooden Pak as per sample	20 Nos
11	Stop watch digital imported	20 Nos
12	Pendulum bob 1/2", 3/4" x 1 set of 3 (Brass) Pak as per sample	10 Nos
13	Angle Iron apparatus 11/2" meter long with steel ball complete set Pak as per sample	6 Sets
14	Drawing Board 12" x 16" Popular wood Pak as per sample	20 Nos
15	Lens stand steel Pak as per sample	15 Nos
16	Mirror stand steel Pals as per sample	15 Nos
17	Needle stand with needle Pak as per sample	15 Nos
18	Wooden wedge Pak as p* er sample	15 Nos
19	Inclined Plane App steel complete set Pak as per sample	10 Nos
20	Fix Pulley apparatus Pak as per sample	10 Has
21	Wooden Bridge Pak as per sample	15 Nos
22	Brass Cylinder (set of 3) Pak as per sample	15 Nos
23	Resonance tube apparatus complete set Pak as per sample	6 Nos
24	Drawing pins China as per sample	15 Pkts
25	Common Pins China as per sample	15 Pkts
26	Bar Magnet 4" Pak as per sample	10 Nos
27	Compass 18nun Pak as per sample	10 Nos
28	Optical bench complete Pak as per sample	10 Nos
29	Plumb line Pak as per sample	10 Nos
30	Horizontal Plan Pak as per sample	8 Nos
31	Spring Balance 1000gm China as per sample	10 Nos
32	Mirror strips Pak as per sample	20 Nos
33	Hypsometer pak as per sample	6 Nos
34	Concave Mirror Pak	15 Nos
35	Cork (Rubber) different sized Pak as per sampIT	4 Doi
36	Tunning Fork Pak (Original) as per sample (480-572)	10 Nos
37	Rubber Pak Pak as per sample	10 Nos
38	Convex lens 15 -30 cm focal length Pak as per sample	20 Nos
39	Concave lens Pak as per sample	5 Nos
40	Eurika wire U.K as per sample	5 Mtre
41	Volt meter China as per sample	5 Nos
42	Anuneter China as per sample	2 Nos
43	Resistance bpxPak 10000 ohms as per sample	50 Mtr
44	Connecting wires Pak as per sample	10 Nos

<b>45</b>	Key one way Pak as per sample	3 Nos
<b>46</b>	Buttery (6volts) Pal( as per sample	5 Nos
<b>47</b>	Galavanometer China as per sample	4 Nos
<b>48</b>	Circular coil fitted with wooden board Pak as per sample	3 Nos
<b>49</b>	Rheostate India 200 olun Pak as per sample	'3 Nos
<b>50</b>	Semi-Conductor diodes 3 meters Pak as per sample	3 Nos
<b>51</b>	Millimeter China as per sample	2 Nos
<b>52</b>	Variabe power supply 2 ampere 0-9 volt China as per sample	2 Nos

## ANNEXURE 16 - SPECIFICATIONS OF COMPUTER LAB

Following is the minimum features of a computer lab. However, based on bidders school-based survey, they can propose equivalent or even better solutions.

ITEM	PARTICULARS	QTY
	<b>M300 N computing</b>	
	Networking Computing Terminal with 3 USB Port Audio 24-bit stereo output /input via speaker/microphone port.	
	<b>Supported OS:</b> Windows 2008, Server 2012. Windows 7, Windows 10 Pro, Linux, <b>(1 Year Warranty)</b>	
<b>LCD / LED</b>	HP /DELL 19" LED / LCD <b>(1 Year Warranty)</b>	<b>25</b>
<b>Keyboard / Mouse</b>	USB Key Board Mouse	<b>25/25</b>
<b>HP ProDesk 400 G7</b>	HP ProDesk 400 G7 MT Ci5 10 <sup>th</sup> Gen, 16GB 1TB Sata, DVD – KEYBOARD, Mouse <b>(1 Year Hp Warranty)</b>	<b>25</b>
Projector	Panasonic PT-MZ770 <b>(1 Year Warranty) 8,000</b> Hours Lamp Life	1
Projector Screen	Aurora Tripod Matt 6 x 6 + Ceiling Mount Kit, Stand	1
Printer	HP LaserJet Pro M404dn Black & White Printer <b>(1 Year Warranty)</b>	1
Windows 10 Licensed	<b>Microsoft</b> WINDOWS 10 PROFESSIONAL	1
Ms Office Licensed	<b>Microsoft</b> OFFICE 2019 Standard Edition	1
Anti-Virus Licensed	Norton AntiVirus Plus. <b>10 USER</b> (RETAIL PACK)	1
UPS	UPS 1500va UPS / <b>Stabematic</b> ( Backup Time 10 – 20 mint )	1
Stabimatic Stabilizers	<a href="#">Stabimatic 4000 VA Servo Motor Voltage Stabilizer</a>	1
Router	<b>TPLINK</b> Archer A10 AC2600 MU-MIMO WiFi Router Dual Band Wireless Gigabit Router.	1
Switch	<b>TPLINK SWITCH</b> TL-SG1024D 24-port Gigabit Desktop/Rach mount Switch	1
Networking	Cat 6 Wire cabling (50 rupees per feet)	Networking
Network Rack	15U Floor Stand Network Rack Includes 1 Fixed 1 Fans and Power Distribution Unit for Rack	1
Office Table	Office Table, Office Chair, Computer Room Table, Computer Room Chairs, Networking, Electric board <b>(Approximately)</b>	
	Necessary Furniture and Fixtures	
	Installation and Configuration of all above Items	



## ANNEXURE 17 – SPECIFICATIONS OF SOLAR POWER

Following is the minimum breakup for installation and commissioning of 15 KVA solar power systems for a 12 to 14 room school. However, based on bidders' school-based survey, they can propose even better solutions.

SN	DESCRIPTION	QTY
1	<p><b>Supplying, Installing and Commissioning 15 KVA Solar Power System for Academic Blocks of SBEP School.</b></p> <p><b>SPECIFICATIONS:</b></p> <p><b>a. SOLAR PV MODULE:</b> Q cell make, 250/300W POLY CRYSTALLINE cells with 3mm glass thick and with proper anodized Aluminum frame and earthing provision with relevant IEC Certificates and power warranty as per specifications.</p> <p><b>b. SUPPORTS</b> Galvanized roof supported, frame size and thickness.</p> <p><b>c. OFF GRID HYBRID INVERTER:</b> SMA, 15KW capacity (3-phase) with 03 years minimum warranty.</p> <p><b>d. SUNNY WEB BOX FOR REMOTE MONITORING</b> Facility to be provided AC / DC parameter monitoring, interface, internet monitoring, solar irradiation, module / room temperature, relative humidity and other details to be mentioned.</p> <p><b>e. LIGHTNING ARRESTER:</b> Level 5 protection and type of lightening system.</p> <p><b>f. SUITABLE EARTHING AND EARTH PITS</b> To be provided (as per IEC norms).</p> <p><b>g. CABLES</b> To be as per IEC standards or equivalent IEC (working voltage) cables are to be routed through suitable ducts. Interlinking between the solar inverter to ACDB and from ACDB to LT panel will be of supplier scope.</p> <p><b>h. ACDB -</b> Fitted with branded electrical accessories and outer cover with good quality of stainless steel.</p> <p><b>i. ALL FASTENERS</b> used wherever, must be of good quality of stainless steel grade.</p>	1 school (12-14 rooms)