

GOVERNMENT OF SINDH

SCHOOLS EDUCATION & LITERACY DEPARTMENT

&

PUBLIC PRIVATE PARTNERSHIP UNIT

FINANCE DEPARTMENT



April-2018

INVITATION FOR BIDS INSTRUCTIONS TO PROSPECTIVE BIDDERS

FOR

**NATIONAL COMPETITIVE BIDDING
SINGLE STAGE – TWO ENVELOPE PROCEDURE
RULE 46(2) OF SPPRA RULES 2010 (AMENDED 2013)**

FOR

[English Medium Schools-Education Management Organizations]

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 English Medium Schools (EMS) 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, in consultation with the PPP Unit, Finance 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 are determined by the Technical & Financial Evaluation Committee (TFEC) formed pursuant to the Sindh Public Procurement Rules 2009 for the Project. Neither the School Education & Literacy Department, PPP Unit, Finance Department, Government of Sindh, 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 & 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.

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1. Definitions

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

Affiliate Company	The term shall bear the meaning as ascribed thereto in Section 4.3.1.
Articles of Association	The Articles of Association of the Prospective Bidder.
Authority or SELD	School Education and Literacy Department, Government of Sindh.
BAFO	has the meaning set forth in Section 8.4.4.
Bid	has the meaning set forth in Section 6.1.1.
Bid Data Sheet	means the data sheet attached as ANNEX 1 (BID DATA SHEET) .
Bidder	An interested bidder is one who is an Enterprise or a Consortium that is eligible for this bidding process under the Sindh Public Procurement Rules of 2010.
Bid Costs	has the meaning set forth in Section 2.3.1.
Bid Security	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 rating scale for financial institutions), in form and substance as attached hereto as FORM A to ANNEX 2 (FORMS) and in the amounts and conditions specified in Section 6.4.1 (<i>Bid Security</i>), it 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.
Bid Security Expiry Date	has the meaning set forth in Section 6.4.1.1.
Bid Security Validity Period	has the meaning set forth in Section 6.4.1.2.
Bids Submission Deadline	has the meaning set forth in Section 7.3.1.
Bid Validity Period	has the meaning set forth in Section 6.6.1.
Bidding Documents	has the meaning set forth in Section 5.1.1.
Bidding Process	has the meaning set forth in Section 2.1.1.
Bids Evaluation Report	has the meaning set forth in Section 8.7.
Board of Directors	The Board of Directors of the Prospective Bidders.
Clarification/Comments Request Deadline	is specified in the Estimated Timetable.
Concession Agreement	the draft of the Concession Agreement is attached as to ANNEX 3 (DRAFT CONCESSION AGREEMENT) .
Concession Period	The period for this the Concession Agreement would be entered into with the successful EMOs, which is proposed to be ten (10) years at present.
Consortium	a Bidder comprised of a group of two or more enterprises formed to submit a Bid and, if applicable, to carry out the Concession.
Control	The term shall bear the meaning as ascribed thereto in Section 4.3.2.

EMO	Education Management Organization/s from the private sector who would undertake the management and operation of these schools.
English Medium Schools (EMS)	English Medium Schools means the schools which utilize English as the primary medium of instruction and be affiliated with local Examination Boards of Sindh that may include the Aga Khan University Examination Board.
Estimated Timetable	has the meaning set forth in Section 2.4.1.
Evaluation Committee	The Technical and Financial Evaluation Committee (TFEC) notified by Government of Sindh, and has the meaning set forth in Section 8.1.1.
Effective Date	Means the date notified by the Authority to the Operator as being the date on which the Conditions Precedent are fulfilled or waived or deferred.
Eligibility Criteria	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.
Facilities	Each public sector school(s) identified in ANNEX 8 .
Final Bidding Documents	has the meaning set forth in Section 5.4.2.
Financial Bid Envelope	has the meaning set forth in Section 7.2.1.
Financial Model	has the meaning set forth in Section 6.4.2.6.
Financial Score	has the meaning set forth in Section 8.4.3.
Invitation for Bids	This invitation for bids, including its Annexures and Forms.
Integrity Pact	the instrument entitled 'Integrity Pact' as attached to this Invitation for Bids as FORM D to ANNEX 2 , duly signed by the Authority and the Bidder.
Lead Member	The term shall bear the meaning as ascribed thereto in Section 3.1.2.
Memorandum of Association	The Memorandum of Association of the Prospective Bidder.
Management Fee	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 staff other than the school-based staff engaged by the operator. The Management Fee quoted by the Bidder shall be separate in respect of each year of the Concession Period. The cost head 'Management Fee' shall be net of any deductions based on the evaluation of the Key Performance Indicators.
Member	An enterprise that is part of a Bidder on an exclusive basis.
National Competitive Bidding	National Competitive Bidding process to be regulated as Rule 15(b) of the SPPRA of 2010.
Notification of Award	has the meaning set forth in Section 9.4.1.
Operator	The Bidder or the Project Company incorporated by the Bidder after signing of - the Concession Agreement in accordance with Section 9.5.1.
PPP	Public Private Partnership.
PPP Act	The Public Private Partnership Act, 2010 (and includes as amended from time to time).

PPP Node	Means the Public-Private Partnership Node established under Sindh Public-Private Partnership Act 2010 by the School Education & Literacy Department, GoS.
Project	has the meaning set forth in Section 2.1.1.
Project Company	has the meaning set forth in Section 9.5.1.
Project Cost	Means the cost of the Project as will be set out in each Bidder's Financial Bid, in accordance with ANNEX 2, FORM F , Attachment 2 (<i>Project Cost</i>) and as defined in Section 6.4.2.5.
Prospective Bidder	has the meaning set forth in Section 3.1.1.
Response to Questions Document	has the meaning set forth in Section 5.3.1.2.
Second Ranking Bidder	has the meaning set forth in Section 9.7.1.
SMC	School Management Committee.
Substitute Selection Notice	has the meaning set forth in Section 9.7.1.
Successful Bidder	has the meaning set forth in Section 9.2.
Technical Bid	has the meaning set forth in Section 6.3.1.
Technical Bid Documents	means the documents listed in the Section 6.2.1.
Technical Bid Envelope	has the meaning set forth in Section 7.2.1.

2. INTRODUCTION & PROJECT DESCRIPTION

2.1 INTRODUCTION

- 2.1.1 The Authority desires to outsource the management and administration of newly constructed English Medium Schools (EMS) schools in Sindh to EMOs in a manner that such schools will be managed and run by these EMOs on a Public-Private Partnership basis, under the PPP Act (the **Project**). Such schools will be operated as English Medium Schools. It is envisaged that the EMOs 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 each of the successful EMOs in respect of the Project.
- 2.1.2 This Invitation for Bids is being issued by the Authority, in consultation with the PPP Unit, Finance Department, Government of Sindh to the recipient prospective Bidders that meet the eligibility criteria as per Articles 4, 5 & 6 of this Invitation for Bids Document by the Authority following 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 operate, manage and improve the functioning of these schools by introducing innovations, modernizing the education system, addressing management gaps, maintaining and upgrading the school building and facilities, and cooperatively working along with teachers, schools' staff, school management committees, surrounding communities and all relevant tiers of the Schools Education and Literacy Department. In order to improve the standard of education in the province of Sindh, the Government, acting through the Authority, envisages introduction of English Medium schools under a PPP model. The Authority intends to provide concession to the successful bidder(s) in order to manage and operate these newly constructed facilities /School(s), as defined under **Annexure 7** 'KPIs' below.
- 2.2.2 This Project is an important part of the Government's strategy towards developing Sindh's education sector and improving the literacy rate through the introduction of English as primary medium of instruction. 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 schools managed and run by the EMOs will function under the given constitutional provision and the aforesaid Act passed thereafter. The education in these 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 Key salient features of the Project include:
- (i) The primary medium of instruction in these schools will be in English language.
 - (ii) Schools will be affiliated with local Examination Boards of Sindh that may include the Aga Khan University Examination Board. Costs associated with registration, affiliation and examinations shall be reimbursed on actual basis.
 - (iii) System of education will focus on specific learning outcomes (SLOs).
 - (iv) Hiring and management of staff in these schools will be done in consultation with the EMOs.
 - (v) The EMO will be bidding for both salary and non-salary component in the Financial Bid.
- 2.2.4 The Authority's key objectives for the Project include:
- (i) Introducing English language as the primary medium of instruction and introducing innovation and modernization through participatory learning approaches.

- (ii) Delivering better quality education to the children in the province of Sindh; and
- (iii) Encouraging greater private sector investment in the education sector, in particular in the rural and less developed areas of the province of Sindh.
- (iv) To meet the key performance indicators as set out in the **Annex 7**; and manage and operate the public 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 to 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"):

Activity	Target Date
Issuance of Bidding Documents	25 th April 2018
Pre-Bid Meeting	Already held on 26 th March 2018
Bids Submission Deadline	2:00 PM, 10 th May-2018
Technical Bids Opening	3:00 PM, 10 th May 2018
Financial Bids Opening	24 th May 2018 (Tentative)
Publication of the Evaluation Report	4 th June 2018
Notification of Award	12 th June 2018
Execution of the Concession Agreement with Successful Bidder	29 th June 2018

- 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 **20th March 2018** & subsequently the Extension of Bids Submission was published on **22nd April 2018**, and on the following websites: School Education and Literacy Department www.sindheducation.gov.pk, Sindh Public Procurement Regulatory Authority www.pprasindh.gov.pk and Public Private Partnerships Unit, Finance Department <http://www.pppunitsindh.gov.pk>

3.1 CONSORTIUM-LEAD MEMBERS

- 3.1.1 A Prospective Bidder for the Project may be a single entity 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.

3.3 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

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 COSTS

- 3.5.1 Notwithstanding and as referred to section 2.3.1

3.6 NO CONTRACT

- 3.6.1 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.
- 3.6.2 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.

This Invitation for bid shall contain no fees or fee schedules or other reference to rates and fees for undertaking the Project. Bids containing such fee related information will be rejected.

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
EC1: Technical Criterion 1 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 of English Medium Schools of at least 5 years.	DEC1: Experience The Prospective Bidder, or if the Prospective Bidder is a Consortium, the relevant Consortium members, shall provide its list of relevant projects in the form presented in ANNEXURE 12 (EXPERIENCE FORM) , along with supporting documentation to demonstrate that it satisfies this criterion.

ELIGIBILITY CRITERIA	REQUIRED DOCUMENTS/FORMS
<p>EC2: Financial Criterion 1</p> <p>The Prospective Bidder, or if the Prospective Bidder is a Consortium, the Lead Member, shall have a Net Worth¹ of at least PKR 10,000,000 (Pak Rupees Ten Million) or equivalent at the end of the last two (2) full financial years, respectively.</p>	<p>DEC2: Audited Financial Statements</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 ANNEXURE 13 (FINANCIAL DATA FORM), along with (i) audited financial statements, duly certified by a certified chartered accountant, for the most recent two (2) full financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows and the accompanying notes and (ii) a confirmation letter from an independent auditor, to demonstrate that it satisfies the relevant financial criteria.</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(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

¹ "Net Worth": means the value of total assets less total liabilities of the entity concerned at the end of a financial year.

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(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 14 (PARENT COMPANY LETTER OF COMFORT)**.

4.4 PART II – APPLICATION AND OTHER DOCUMENTS

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 15 (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 Director, PPP Node at the e-mail addresses indicated in **ANNEXURE 1 (DATA SHEET)**.

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	
	Annex 4	Content of Technical Bid	
	Annex 5	Technical Evaluation Criteria	
	Annex 6	Financial Structure for the EMOs	
	Annex 7	Key Performance Indicators	
	Annex 8	Details of Facilities	
	Annex 9	Application Form	
Annex 10	Basic Information Form		
Annex 11	Experience form		
Annex 12	Financial Data (DEC 2)		
Annex 13	Parent Company Letter of Comfort		
Annex 14	Affidavit		
Annex 15	Specifications for Science Lab		
Annex 16	Specifications for Computer Lab		
Annex 17	Specifications of Furniture		
Annex 18	Specifications for Solar Power		
Annex 19	Specifications of approved SNE for each school		
3	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 MEETING

- 5.2.1 The Authority has organized a pre-bid meeting 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 or any change in its schedule shall be announced on the Authority's website i.e. www.sindheducation.gov.pk
- 5.2.2 The Authority reserves the right to call any additional pre-bid meetings, 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
- 5.3.1.1 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**.
 - 5.3.1.2 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
- 5.5.1.1 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.

- 5.5.1.2 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.
- 5.5.1.3 Bidders may not rely on any statements made by the Authority or its advisors, employees, consultants or agents.
- 5.5.1.4 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.
- 5.5.1.5 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
Part I	Bid Form as required under Section 6.2.2	ANNEX 2 – FORM A
Part II	Power of Attorney required under Section 6.2.6	ANNEX 2 – FORM B
Part III	Conflict of Interest Statement required under Section 6.2.7	ANNEX 2 – FORM C
Part IV	Equity Structure of the Operator required under Section 6.2.9 (if applicable)	[TO BE PROVIDED BY THE BIDDER]
Part V	Integrity Pact required under Section 6.2.8	ANNEX 2 – FORM D
Part VI	Contents of Technical Bid required under Section 6.3	ANNEX 4

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

6.4.1.1 The financial bid submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Project Cost (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").

6.4.1.2 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. 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.

- 6.4.1.3 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 in the name of all of the Members in such Consortium submitting the Bid.
- 6.4.1.4 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.
- 6.4.1.5 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).
- 6.4.1.6 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 the 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 including but not limited to achieving Financial Close and the detailed design of the Project.
 - 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
 - iv. In the case of the Successful Bidder, in accordance with the Concession Agreement.

6.4.2 Financial Offer

- 6.4.2.1 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.
- 6.4.2.2 The Financial Bid shall include all taxes, duties, levies or charges in accordance with the draft Concession Agreement.
- 6.4.2.3 If in case, any bidder does not make provision of taxes, duties, levies or charges in its Financial Bid, whether willfully or erroneously, such Bidder would be required to provide appropriate exception certificate(s) or prove, as may be the case. 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.
- 6.4.2.4 The specifications of Science Lab, Computer Lab and Solar Power are given as **Annex-15**, **Annex-16** and **Annex-18** respectively. Bidders should consider this information as minimum

specifications of school based labs. However, based on bidders' school based survey, they can propose even better solutions.

6.4.2.5 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 Project Cost (the "Project Cost"), along with the relevant detail.

6.4.2.6 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 Model 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 Model's assumptions.

6.4.2.7 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-compliant.

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. 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 one (1) printed original, one (1) printed copy and (1) electronic copy (on DVD or USB drive) as specified in the Bid Data Sheet, clearly marking each one as **"BID - ORIGINAL"**, **"BID - COPY NO. 1"** as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern. Inter alia prospective bidders may bid for one or more schools / facilities. However, the Bidder shall mark the envelopes with the relevant school information (i.e. **"School # 1"**, **"School # 2"**, **"School # 3"**, **"School # 4"**, **"School # 5"**, **"School # 6"**, **"School # 7"**, **"School # 8"**, **"School # 9"**, **"School # 10"**, **"School # 11"**, **"School # 12"**, **"School # 13"** or **"School # 14"** in respect of which the Bid is being submitted – the relevant **Schools'** numbers, being the facilities, as 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 DVD or 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 PDF format. For the avoidance of doubt, it is expressly specified that DVD or 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 EVALUATION COMMITTEE"**. Any Bidder who submits or participates in more than one Bid in respect of a same **School/ facility** 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.
- 7.2.5 Each DVD or USB drive shall be submitted together with the relevant printed Bids in the same sealed envelopes as provided in the Bid Data Sheet:

- a. The DVD or 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 DVD or USB; however, the Financial Model shall be submitted on USB as stated in Clause 6.4.2.6.

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.

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 and Financial Bids.

8.3 OPENING AND EVALUATION OF THE TECHNICAL BID

- 8.3.1 The Evaluation Committee shall determine the 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. In case the Evaluation Committee determines that the Technical Bid is subject to minor deficiencies or certain errors or omissions, it may request for clarifications from the Bidders in writing to correct such deficiencies and submit the cured Technical Documents to the Evaluation Committee in accordance with the requirements set out in this Invitation for Bids.
- 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 set out in the Bid Data Sheet.

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 Each Financial Bid shall be evaluated and ranked as per Rule 46 (2) R/w 49 of SPPRA Rules 2010.

8.4.4 The Evaluation Committee shall rank the Financial Bids from the lowest to the highest Financial Bid Cost. 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's 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 Authority's official website and communicated to Bidders on the date specified in the Estimated Timetable which shall be at least seven (7) 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 lowest evaluated Financial Bid.

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 Financial Bid was the lowest, in conformity with Section 8.4.3 (the "**Successful Bidder**").

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 Authority's official website at least seven (7) 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 Pakistani Companies Ordinance 1984, 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 Within thirty (30) calendar days of the Notification of Award, 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. There shall be no negotiation of the Concession Agreement and modifications shall only be to complete the missing information and correcting errors.

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, and the Authority may, in its discretion, award the Concession Agreement to the Bidder who has the next lowest Financial Bid (the "**Second Ranking Bidder**"). In such event, the Authority shall notify the Second Ranking Bidder of its election by written notice (a "**Substitute Selection Notice**"). The Second Ranking Bidder shall, from and after the date of receipt of the Substitute Selection Notice, assume the status of the Successful Bidder hereunder and shall meet the requirements of Sections 9.5 and 9.6.
- 9.7.2 In the event that the Authority delivers a Substitute Selection Notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Bid Security Validity Period to a date not earlier than the date of delivery of the Performance Security as specified in the Concession Agreement.

ANNEXURE 1 - BID DATA SHEET

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

No.	PROJECT NAME	SINDH EDUCATION MANAGEMENT ORGANIZATIONS
1	Address and Contact Person of the Authority	Schools Education and Literacy Department, Secretary Education, Government of Sindh 1st Floor, Tughlaq House, Sindh Secretariat, Karachi, Pakistan. Tel: +92-21-99211225
2	Address and Contact Person of PPP Node	Director Public Private Partnership (NODE) 3 rd Floor, Old KDA Building, Secretariat No.3, Karachi. Tel: +92-21-99211180 Fax: +92-21-99211311 Email: directorppp.gos@gmail.com
3	Address for Submission of Bids, Bid Modifications and Bid Withdrawals <i>All Bids need to be sent to this address. Bids sent elsewhere will not be considered.</i>	The Director - PPP Node, Schools Education and Literacy Department Public Private Partnership (NODE) 3 rd Floor, Old KDA Building, Secretariat No.3, Karachi. Tel: +92-21-99211180 Fax: +92-21-99211311 Email: ppp.node@sindheducation.gov.pk & directorppp.gos@gmail.com
4	Number of Copies of Bids	<ul style="list-style-type: none"> - one (1) printed original - one (1) electronic copy (DVD or USB drive); and - one (1) printed copy
5	Bids Submission Deadline	2:00 PM, 10 th May 2018
6	Place and Time of Technical Bids Opening	3:00 PM, 10 th May-2018, Committee Room, Tughlaq House, Sindh Secretariat, Karachi
7	Place and Time of Financial Bids Opening	03:00 PM, Pakistan time on 24-May-2018 (tentative), Committee Room, Tughlaq House, Sindh Secretariat, Karachi

ANNEXURE 2 - FORMS

FORM A - BID FORM

[ON THE LETTERHEAD OF THE BIDDER]

RELATING TO THE EMS-EDUCATION MANAGEMENT ORGANIZATIONS

DATE:

To: School Education and Literacy
Department Government of
Sindh
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Re: **EMS-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 EMS-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 & LITERACY 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]

FORM C - CONFLICT OF INTEREST STATEMENT

RELATING TO THE EMS-EDUCATION MANAGEMENT ORGANIZATIONS

[Insert the date]

Re: EMS-Education Management Organizations

Ladies/Gentlemen,

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:

Name of Project	Date Started	Description of Conflict

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**

CONTRACT TITLE: EMS-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 & LITERACY
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:

Designation:

(Signatures)

Name:

Designation:

Form E - Bid Security Form

Relating to the EMS-Education Management Organizations

....., 20...

To:

The Government of Sindh, *[Insert Address]* (the "**Beneficiary**")

Guarantee No:	_____	Date of Issue:	_____	Date of Expiry:	_____
Guarantor:	_____	Guarantee Amount:	_____	Name	of
Security:	_____	Name of Principal:	_____	Penal	Sum of

(the **Guarantee**)

We, [●]¹being 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 'EMS-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]*, (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

¹ Insert name of issuing Bank;
Page | 36

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 honour 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 + [119 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 honour 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 EMS-EDUCATION MANAGEMENT ORGANIZATIONS

To: School Education and Literacy
Department Government of
Sindh
1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Date: _____

Re: **EMS-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 Project Cost	PKR [●]/- (Pakistani Rupees [●] Only)
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The Project Cost as per Section 6.4.2.5 of the Invitation for Bids are provided in Attachment 1 to this Financial Bid Form. In addition, a copy of the Financial Model, as required to be submitted in accordance with Section 6.4.2.6, 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 Project Cost, 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 –PROJECT COST

[THE FINANCIAL BID FORM- PROJECT COST SENT AS A SEPARATE ATTACHMENT]

ANNEXURE 3 - DRAFT CONCESSION AGREEMENT

[DRAFT OF THE CONCESSION AGREEMENT SENT AS SEPARATE ATTACHMENT]

ANNEXURE 4 - CONTENT OF TECHNICAL BID

No	Sections to be submitted
(i)	Experience of Management of Schools: <ul style="list-style-type: none"> • Demonstration of applicant's expertise, skill-set, and record of successful experience necessary to start, manage, and grow a high-performing school utilizing English language as medium of instruction.
(ii)	Proposed Methodology and Work-Plan: <ul style="list-style-type: none"> • A detailed analysis of local and situational contexts, and identified needs. • Description of the strategy to improve governance, access, and quality of education in the target school. • Detailed methodology to introduce English as the medium of instruction and detailed work plan to get school affiliated with local Examination Board that may include the Aga Khan University Examination Board (AKUEB). • Optimal maintenance of school structure & facilities and provision of a conducive learning environment. • Detailed summary of execution strategy to address governance issues including maintenance of records (teachers' service/profession records, students personal and learning record, infrastructure/asset record, resource utilization record, staff leave record, etc.) school discipline, etc. • A detailed explanation of proposed student assessment strategy, teachers' development strategy and evaluation of teachers' performance. • Detailed description of teaching methodologies to achieve the Student Learning Outcomes, including special need students and students performing below grade level. • Actionable plan for improving individual student learning needs and providing differentiated instruction, student-centered learning environment, and opportunities for co-curricular activities. • Description of the strategy to achieve the Key Performance Indicators (KPIs). • 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 • Explanation of methodology to engage School Management Committee, parents and communities in school development • A school academic calendar in compliance with the Government of Sindh academic year and vacation periods • An effective teacher and student attendance management system • Plan for establishing and optimal utilization of science and computer laboratories • Plan for provision of alternative energy source for schools; e.g. solar electrification • A detailed work plan with supporting narrative for the first five academic years.
(iii)	Key professional staff qualifications and competence for the assignment: <ul style="list-style-type: none"> • Comprehensive job descriptions for staff, and plan for successfully recruiting local qualified individuals to key positions. • Proposed staff having experience of local culture and environment is desirable. • Curriculum Vitae, strengths and expertise of key staff members. • Proposed organogram of the school.

(iv)	<p>Strategy to reduce inefficiencies and addressing management gaps in education:</p> <ul style="list-style-type: none"> • Description of the needs and priorities of the target community, and explanation of how school will complement existing delivery of education services. • Robust plan for community role in school development and for parent voice in school decisions. • 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.
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ANNEXURE 5 - TECHNICAL EVALUATION CRITERIA

Only Bidders whose Technical Bids obtain at least 75% (seventy-five 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 6.4.3:

(i) Experience of Management of Schools:

a)	+10 years and minimum 5 and more schools	[10]
b)	+5 years and minimum 5 and more schools	[08]
c)	10 years and minimum of 1 to 4 schools	[06]
d)	5 years and minimum of 1 to 4 schools	[05]
Total points for criteria (i):		(10)

(ii) Proposed Methodology and Work-Plan:

a)	Understanding of local context	[06]
b)	Strategy to improve governance, access and quality of Education	[08]
c)	Strategy for student assessment	[04]
d)	Strategy for teachers' development	[04]
e)	Teaching management plan	[04]
f)	Plan for data collection and analysis	[04]
g)	Detailed strategy to achieve KPIs within specified timeframes.	[08]
h)	Plan for community engagement	[04]
i)	Plan co-curricular activities	[04]
j)	Plan for establishing and optimal utilization of science and computer laboratories	[03]
k)	Plan for provision of alternative energy source for schools; e.g. solar electrification	[03]
l)	Work plan for first five years (Gantt Chart, supported with narrative)	[08]
Total points for criteria (ii):		(60)

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

a)	Comprehensive job descriptions for staff and recruitment plan	[08]
b)	<u>Core Team: (Dedicated, skilled human resource proposed for the project)</u>	
	Project Director	[05]
	Education Expert	[04]

	Project Manager	[03]
Total points for criteria (iii):		(20)

(iv) Development Plan and Exit strategy:

a)	Strategy to reduce inefficiencies and management gaps in public education	[05]
b)	Exit strategy to achieve sustainability of impact achieved through proposed interventions	[05]
Total points for criteria (iv):		(10)

Total points for Technical Evaluation Criteria:	100
--	------------

The minimum technical score required to pass is: **75** Points overall and minimum **50%** in each criteria.

ANNEXURE 6 – FINANCIAL STRUCTURE FOR THE EMOS

Financial Structure of the Project

The current financial structure for the schools will consists of salary budget, and non-salary budget, which are defined below, with a proposed mechanism under the EMS-EMO initiative.

Salary of staff hired by EMO:

- EMOs will budget for the staff (teaching and non-teaching) which are not available in the SNE but are needed, will be hired by the EMOs.
- This expenditure would be reimbursed on actual basis.

School Specific Budget (SSB)

- EMOs will also budget for non-salary budget, including budgeting for stationary, travelling allowance, instructional materials and supplies, library/laboratory/computer material, sports items, and other co-curricular activities.
-

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 will also include resources such as the , and private sector resources.

Repair and Maintenance

- EMO will be responsible for repair and maintenance of the school.
- For year-1 of the contract, “25%” percent of non-salary component of the School Specific Budget will be allocated to school for repair and maintenance.
- For every consecutive year starting year-2, a projected resource requirement will be submitted by EMO at the end of each financial year (latest by April 30th of each FY).
- EMO will be responsible to request SELD to pitch this resource requirement in its budget to GOS.

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** shall be allocated for each school and the bidder shall make provision of the same in the financial bid form. 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.

Board Registration / Examination Fees

- Board registration and examination fees of matric students will be paid by the EMO, which will be reimbursed on actual basis.
- The Financial Model from Bidders shall further outline the flow of resources to schools to meet the KPIs set by the government.

ANNEXURE 7- KEY PERFORMANCE INDICATORS

MANAGEMENT & ORGANIZATION: Planning, Implementation & Evaluation

(Overall Weight-age: 35 Marks):

1	Key Progress Indicator	School Management Plan – 17 Marks		
	Description	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 achievement and increase school retention and graduation rates.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 17 Marks
		<ul style="list-style-type: none"> 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.	08 Marks
		<ul style="list-style-type: none"> Implementation Framework ** 	Within 15 days after submission of Annual Management Plan.	04 Marks
		<ul style="list-style-type: none"> Development of an EMIS and Functioning of the EMIS*** 	Development within the first academic term, thereafter, reporting on functioning on bi-annual basis	05 Marks
	Notes/Guidelines:	<p>* Annual Management Plan:</p> <p>An all-inclusive annual management plan for the school, encompassing all interventions for management of learning and teaching activities; achievement of KPIs; and also including the interventions articulated by the EMO in its Technical Bid for the school.</p> <p>** Implementation Framework:</p> <p>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 System, Skills Development, Co-Curricular Activities etc., implementation framework time line is mandatory.</p> <p>*** EMIS:</p> <p>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.</p> <p>Fields of EMIS may be illustrative as 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>		

2	Key Progress Indicator	Improved Staff Availability and Attendance – 08 Marks		
	Description	Work with the school staff, administrators to improve and ensure availability and attendance of all teaching and non-teaching staff during the entire academic year.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	Marks
		<ul style="list-style-type: none"> 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 bi-annual basis	08 Marks
	Notes/Guidelines:	<p>* Improvement in Attendance. Benchmarked with baseline, demonstrated improvement in staff attendance and availability, till optimum level is achieved.</p> <p>* Attendance Management. 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 of 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	Key Progress Indicator	Improved Students' Enrollment, Attendance and Retention – 10 Marks		
	Description	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.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 10 Marks
		<ul style="list-style-type: none"> Students Enrolment*, Attendance Management** and Retention*** Plan. 	Baseline at the start of the academic year or signing of the Concession (within 60 days of the effective date).	02 Marks
		<ul style="list-style-type: none"> Improvement in Students Enrolments, Attendance Retention Rates, benchmarked with baseline 	At the end of the first academic term thereafter, reporting on bi-annual basis.	08 Marks
	Notes/Guidelines:	<p>*Students Enrolment Plan: (Grade/Gender)</p> <p>It should be a robust plan, particularly focusing on girls' enrolment. Annual enrolment targets 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. Introduction of student tracking mechanism and G.R filtering.</p> <p>**Student attendance management plan:</p> <p>Aggregate student attendance percentage targets more than 90% at the end of academic year with at least 75% individual attendance of enrolled students.</p> <p>*** Students Retention Plan:</p> <p>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>		

4	Key Progress Indicator	Lesson Planning and Students' Assessment System – 25 Marks		
	Description	Implementation of the National Curriculum based and using English as the medium of instructions.; 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.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 25 Marks
		• Annual scheme of Studies	Submission of Annul scheme of studies along with Annual Management Plan.	03 Marks
		• Lesson Planning System: * (Curriculum and Syllabus)	Quarterly Reporting	06 Marks
		• Improved student learning and achievement**	Bi-annual reporting on Formative Assessment	05 Marks
			Annual reporting on Summative Assessment (In-house)	03 Marks
			Annual reporting on Summative Assessment (SAT/Board exams)	03 Marks
			Sample based annual assessment of student learning and achievement, conducted by Independent Expert once in each Academic year.	05 Marks
Notes/Guidelines:	* Lesson Planning System: 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.		** Students achieving a level of competence in their subjects in each grade progressively: 25% in 1st year of Concession Agreement, 30% in 2nd year and then maintaining 5% increase for succeeding years.	
Assessment System: (In-House/Independent) Implementation of a robust Assessment System that is based on good evaluation practices.				

5	Key Progress Indicator	Continuous Professional Development (CPD) of staff - 10 Marks		
	Description	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 to modernize learning process.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 10 Marks
		<ul style="list-style-type: none"> Training Need Assessment (TNA): * 	Baseline at the signing of the Concession (within 60 days of the effective date).	05 Marks
		<ul style="list-style-type: none"> Continuous Professional Development trainings. ** 	Within the first year of the Concession. Thereafter, Bi-annual training.	05 Marks
	Notes/Guidelines:	<p>* Training Need Assessment:</p> <p>A structured way to gather data for determining training needs to be developed to help teachers, administrative staff, school and 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 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 will be identified for management staff.</p> <p>** Professional Development of Staff:</p> <p>Trainings of teachers, based on TNA, including content/subject, pedagogical, gender-mainstreaming and/or management skills and dispositions, and IT.</p> <p>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.</p> <p>Training of non-teaching staff, based on TNA, including administration and management relevant areas/SOW in day to day business of schools along with behavioural characteristics, language skills, IT, office decorum, etc.</p>		

SCHOOL ENVIRONMENT AND COMMUNITY ENGAGEMENT:
(WEIGHTAGE 25 Marks)

6	Key Progress Indicator	School Repair and Maintenance and Improved Community Engagement – 15 Marks		
	Description	Ensure all facilities at school i.e. water, sanitation, furniture, fixture, material, equipment, structure, infrastructure of school is, all inclusive, functional and safe. Support School Management Committee (SMC) meetings to engage school staff, parents and community stakeholders to design, develop and implement a comprehensive school improvement plan; and invite inputs from local community on educational and programmatic needs of students		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 15 Marks
		<ul style="list-style-type: none">Repair and Maintenance† of school building including infrastructure, equipment, furniture and fixtures	Repair and Maintenance plan of school within 90 days of the effective date of concession, and thereafter, report on quarterly basis.	05 Marks
		<ul style="list-style-type: none">Meetings and engagement with School Management Committees:*	Within 30 days of the effective date of concession, thereafter, on quarterly basis.	04 Marks
		<ul style="list-style-type: none">Improved Community Outreach: **	Submission of a plan along with the Annual Management Plan, thereafter reporting on bi-annual basis.	03 Marks
	<ul style="list-style-type: none">Parent Teacher Meetings (PTM): ***	Bi-annual meetings, especially at the end of the academic term	03 Marks	
Notes/Guidelines:	<div><div>*School Management Committees: At least one meeting of the General Body of SMC should be conducted in an academic year; and at least one meeting of the Executive Body of SMC should be conducted in each quarter. 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</div><div>** Community Outreach Program: 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. *** Parent Teacher Meetings (PTM): Bi-annual meeting of teachers with parents to review the progress of students' academic and behavioural progress.</div></div>			
Repair and Maintenance				
Schools are handed over to EMO under a comprehensive handing/taking-over process. During implementation, the EMO should ensure that all facilities at school, i.e. furniture, fixture, material, equipment, structure and infrastructure, water, sanitation, etc. 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				

7	Key Progress Indicator	Improved Health and Hygiene practices, and sporting activities. – 10 Marks		
	Description	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 school. Provide sports and games facilities and organize sports gala event.		
	Measurement/Criterion:	ACTION PLAN	FREQUENCY	BIFURCATION OF 10 Marks
		• Health and Hygiene practices plan: *	Annual submission of plan within 30 days after submission of Annual Management Plan.	3 Marks
		• Demonstrated healthy practices of students, supported with health and hygiene activities and facilities: **	Reporting at the end of the first academic term, thereafter, reporting on bi-annual basis on progress achieved, and annual reporting on screening	4 Marks
		• Sports and Games facility and event plan: ***	Annual submission of plan within 30 days after submission of Annual Management Plan.	03 Marks
Notes/Guidelines:	* Health and Hygiene Practices: Health and Hygiene (H&H) support activities should be part of school management plan. Students and schools staff should be implementing improved H&H practices. Periodic screening of students will be conducted annually to assess student health and to design H&H plan for the next year.		** Health and Hygiene Practices / Activities / Facilities: Implementation of H&H practices in school, 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 behaviour, hygiene, manners, discipline and personality.	
	*** Sports and Games facility and event plan: Sports and games facility should be provided at school and should be included in regular activities of school time table. 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.			

ANNEXURE 8- DETAILS OF THE FACILITIES

Fifteen facilities / schools are intended to be handed over to successful Bidders by the Authority under this Invitation for Bids.

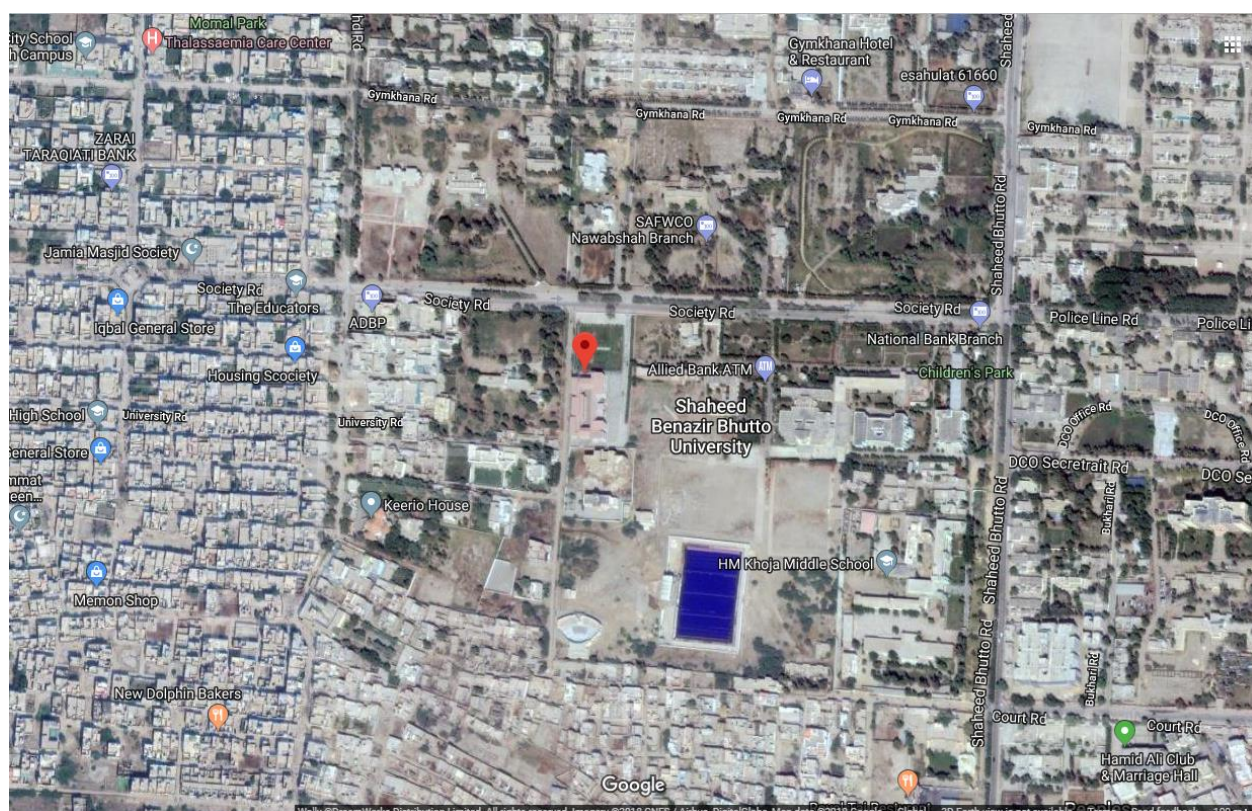
A Bidder may submit its bid in respect of one or more Schools / facilities, as identified below. It is clarified that a separate bid would have to be submitted in accordance with the requirements of this Invitation for Bids in respect of each of the following Schools. Authority disclaims any responsibility 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 Schools:

DETAILS OF SCHOOLS												
School #	School Name	SEMIS Code	District	Tehsil	Gender	Education Level	Covered Area (Sq. ft.)	Proposed Strength/Enrollment	Number of Teachers (Tentative)	Number of Non-Teachers (Tentative)	Number of Class Rooms	Additional Rooms ¹
School # 1	GEMS Shaheeed Benazir Hyderabad	[to be provided]	Shaheed Benazirabad	Shaheed Benazirabad	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 2	GEMS Sukkur	[to be provided]	Sukkur	Sukkur	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 3	GEMS Larkana	[to be provided]	Larkana	Larkana	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 4	GEMS Thatta	[to be provided]	Thatta	Thatta	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7

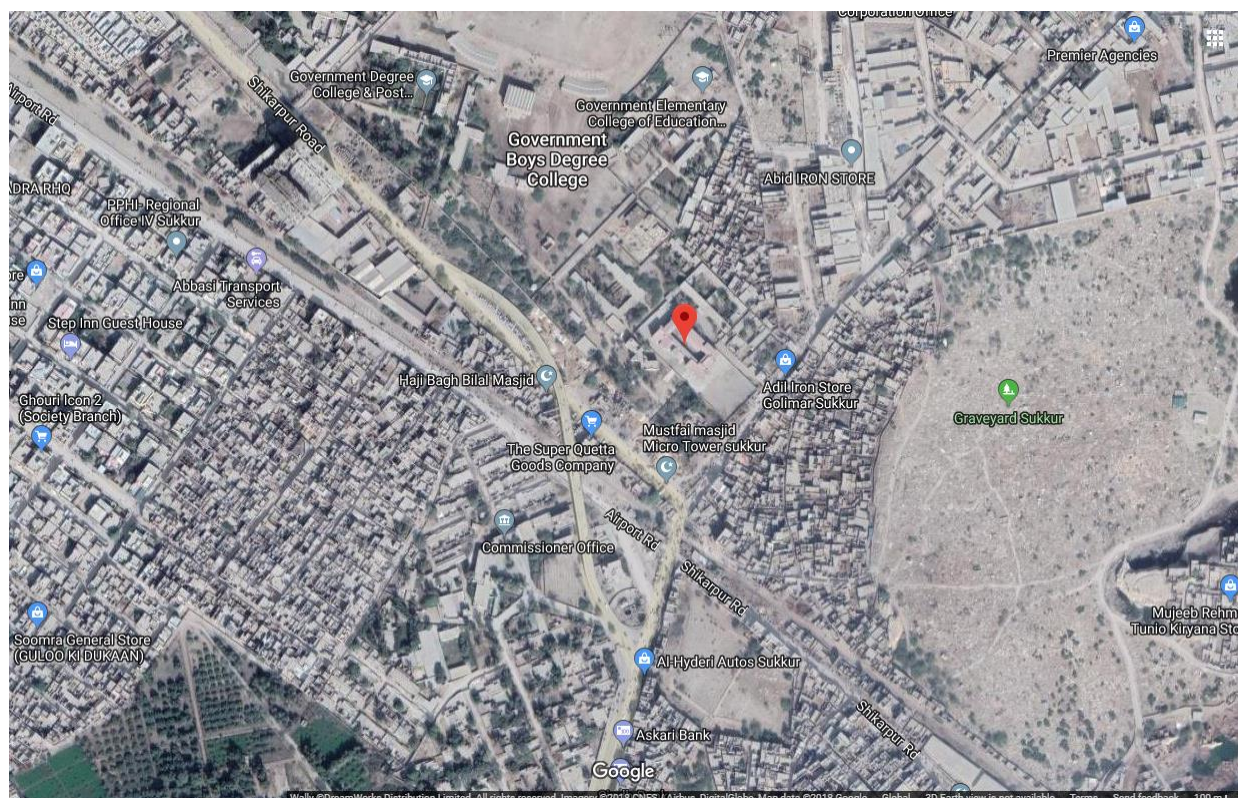
School # 5	GEMS Badin	[to be provided]	Badin	Badin	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 6	GEMS Sujjawal	[to be provided]	Sujjawal	Sujjawal	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 7	GEMS Jamshoro	[to be provided]	Jamshoro	Jamshoro	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 8	GEMS Naushehro Feroze	[to be provided]	Naushehro Feroze	Naushehro Feroze	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 9	GEMS Sanghar	[to be provided]	Sanghar	Sanghar	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 10	GEMS Khairpur	[to be provided]	Khairpur	Khairpur	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 11	GEMS Ghotki @Mirpur Mathelo	[to be provided]	Ghotki	Mirpur Mathelo	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7

School # 12	GEMS Mirpurkhas	[to be provided]	Mirpurkhas	Mirpurkhas	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 13	GEMS Matiari	[to be provided]	Matiari	Matiari	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 14	GEMS Tando Muhammad Khan	[to be provided]	Tando Muhammad Khan	Tando Muhammad Khan	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7
School # 15	GEMS Tando Allahyar	[to be provided]	Tando Allahyar	Tando Allahyar	Mix	Pre School – Matric (High School)	31.374	520	36	33	14	7

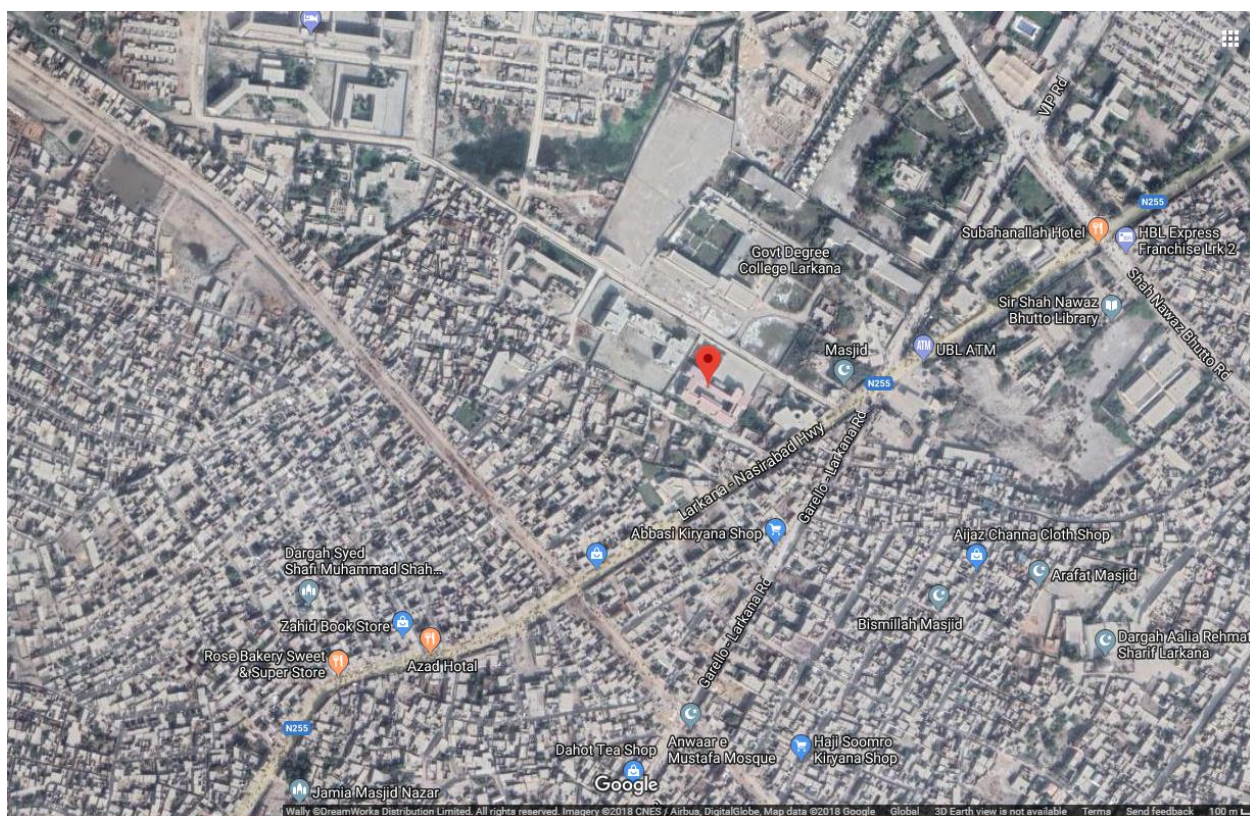
SCHOOL #	1
NAME OF DISTRICT	SHAHEED BENAZIRABAD
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL SHAHEED BENAZIRABAD
LOCATION	ADJACENT TO GOVERNMENT DEGREE (BOYS) COLLEGE NAWABSHAH
GPS COORDINATES	26.2481061 E , 68.3974339 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	ALREADY PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	2
NAME OF DISTRICT	SUKKUR
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL SUKKUR
LOCATION	ADJACENT TO GOVT. (BOYS) DEGREE COLLEGE SUKKUR.
GPS COORDINATES	27.7079281 E , 68.8483951 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	ALREADY PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



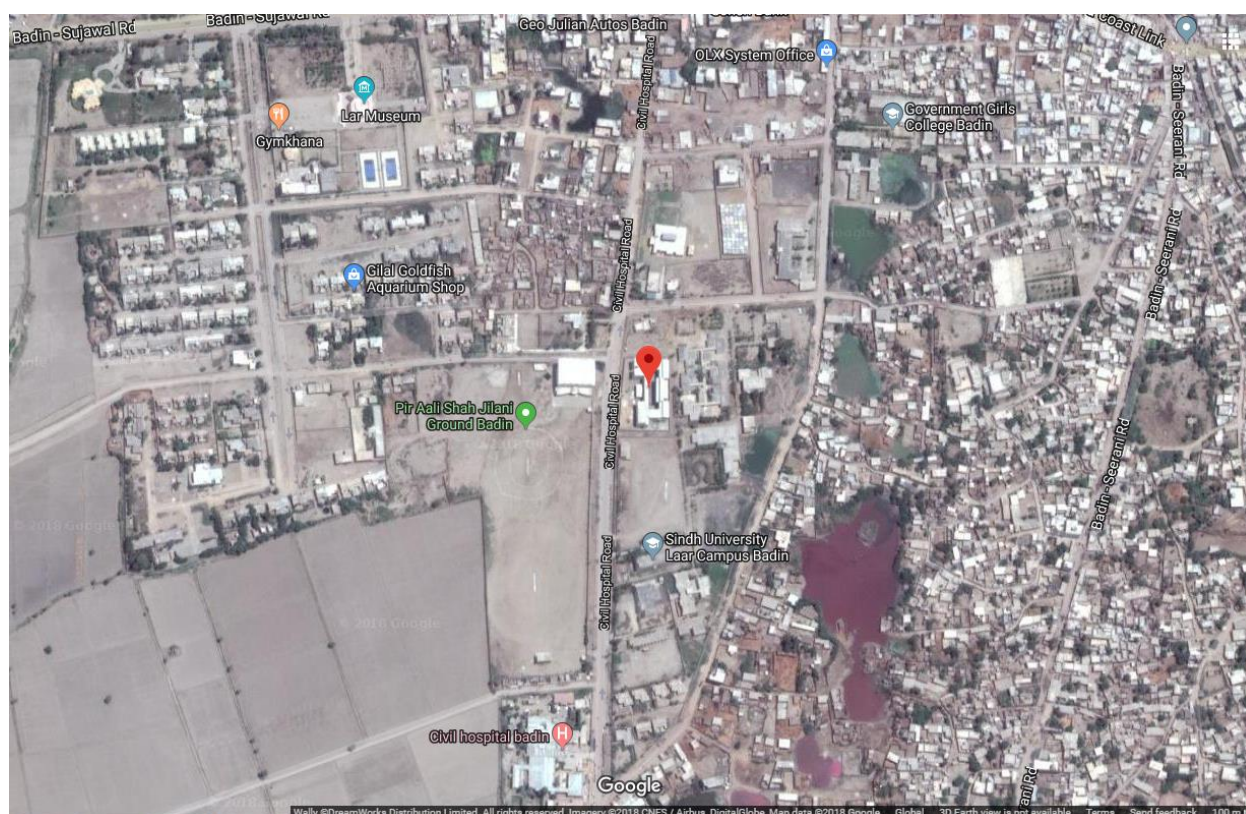
SCHOOL #	3
NAME OF DISTRICT	LARKANA
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL LARKANA
LOCATION	ADJACENT TO GOVT. (BOYS) DEGREE COLLEGE LARKANA.
GPS COORDINATES	27.5466271 E , 68.2007791 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	ALREADY PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



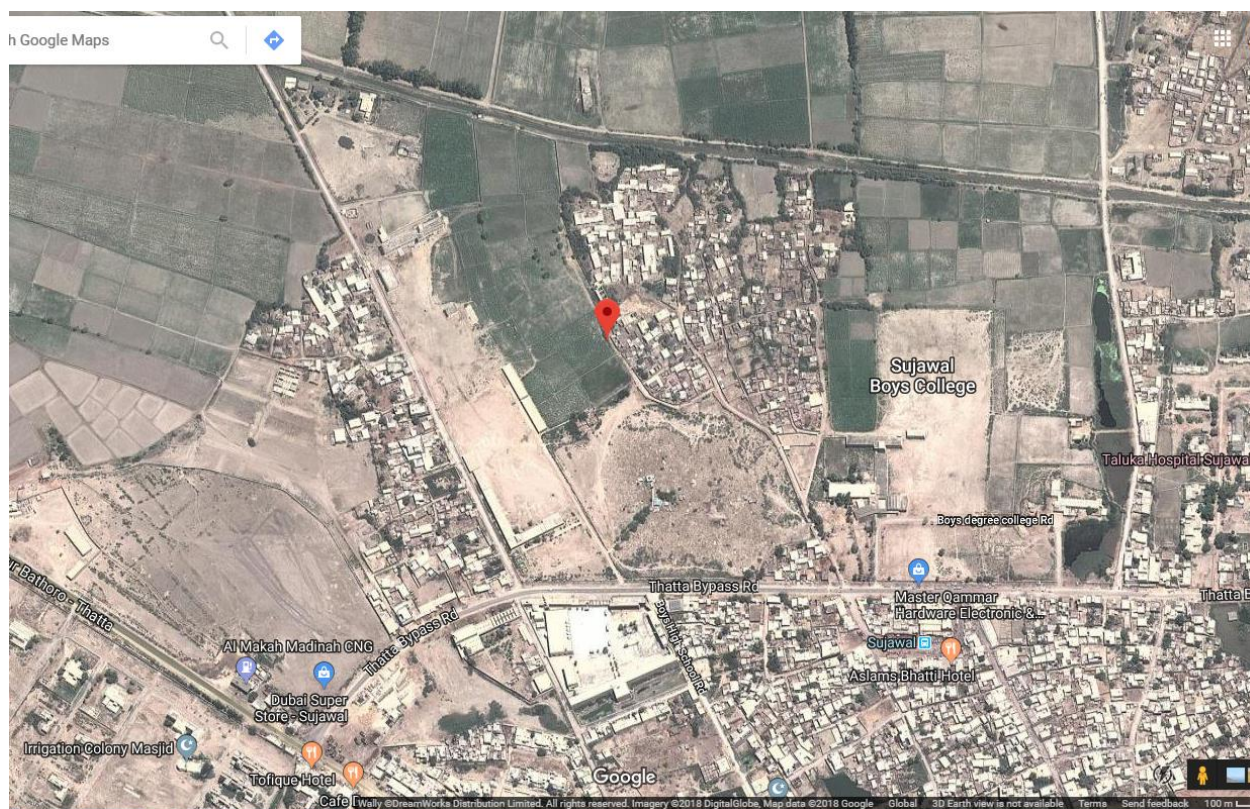
SCHOOL #	4
NAME OF DISTRICT	THATTA
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL THATTA
LOCATION	ADJACENT TO GOVT. (BOYS) DEGREE COLLEGE THATTA @MAKLI.
GPS COORDINATES	24.7491061 E , 67.8977532 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



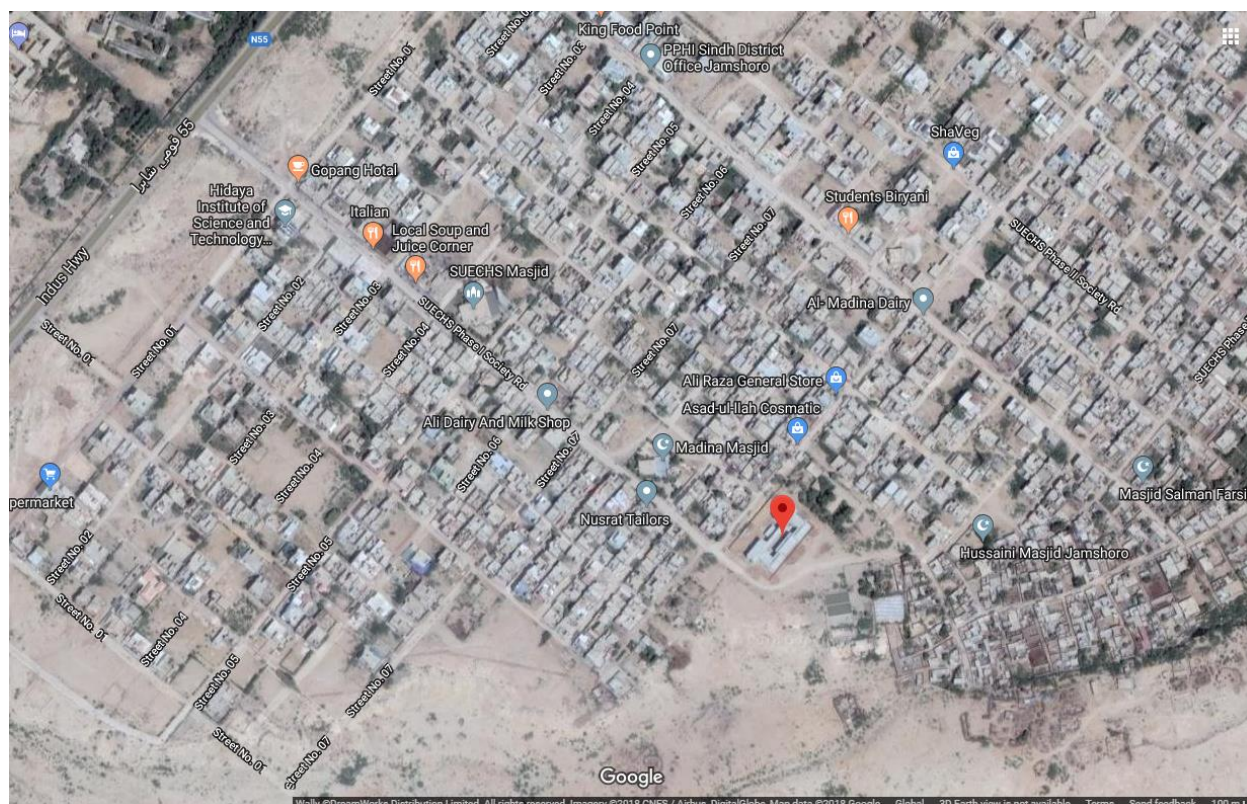
SCHOOL #	5
NAME OF DISTRICT	BADIN
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL BADIN
LOCATION	ADJACENT TO GOVT. ISLAMIA DEGREE COLLEGE BADIN
GPS COORDINATES	24.6524559 E , 68.8314201 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



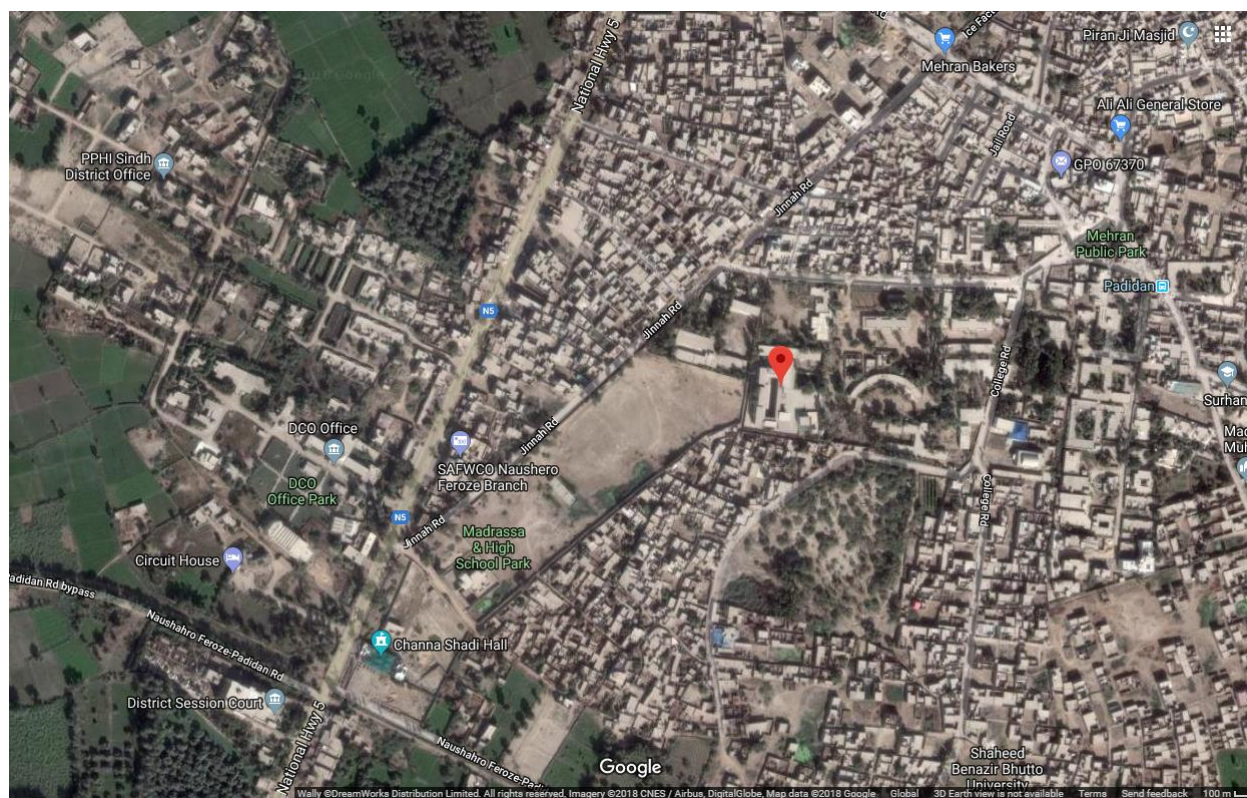
SCHOOL #	6
NAME OF DISTRICT	SUJAWAL
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL SUJAWAL
LOCATION	ADJACENT TO GOVT. (BOYS) HIGH SCHOOL SUJAWAL
GPS COORDINATES	24.6093666 E , 68.0734751 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
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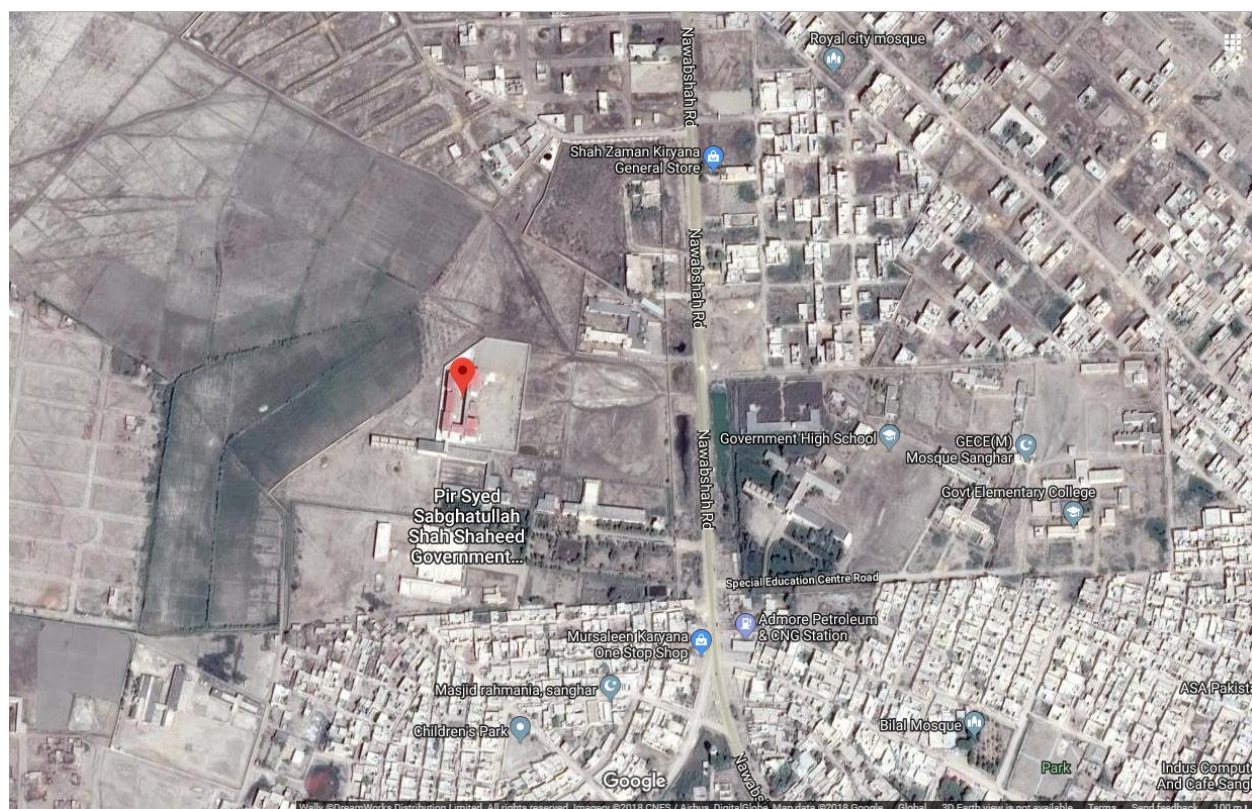
SCHOOL #	7
NAME OF DISTRICT	JAMSHORO
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL JAMSHORO
LOCATION	ADJACENT TO GOVT. (BOYS) HIGH SCHOOL @ SINDH UNIVERSITY SOCIETY JAMSHORO
GPS COORDINATES	25.4078870 E , 68.2761880 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
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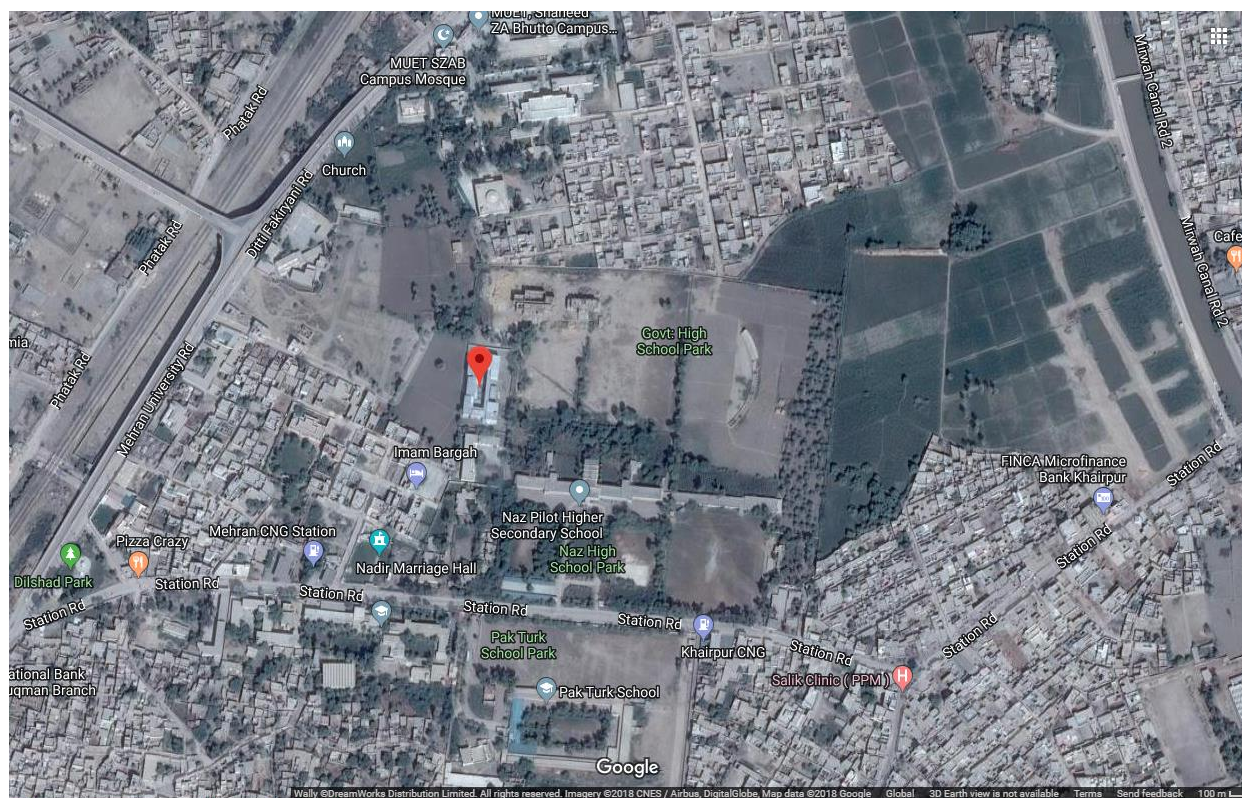
SCHOOL #	8
NAME OF DISTRICT	NASHAHRO FEROZE
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL JAMSHORO
LOCATION	ADJACENT TO SINDH MADARSA GOVT. HIGH SCHOOL NAUSHAHRO FEROZE
GPS COORDINATES	26.8361581 E , 68.1190139 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	9
NAME OF DISTRICT	SANGHAR
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL SANGHAR
LOCATION	ADJACENT TO GOVT. (BOYS) DEGREE COLLEGE SANGHAR
GPS COORDINATES	26.0510320 E , 68.9382628 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



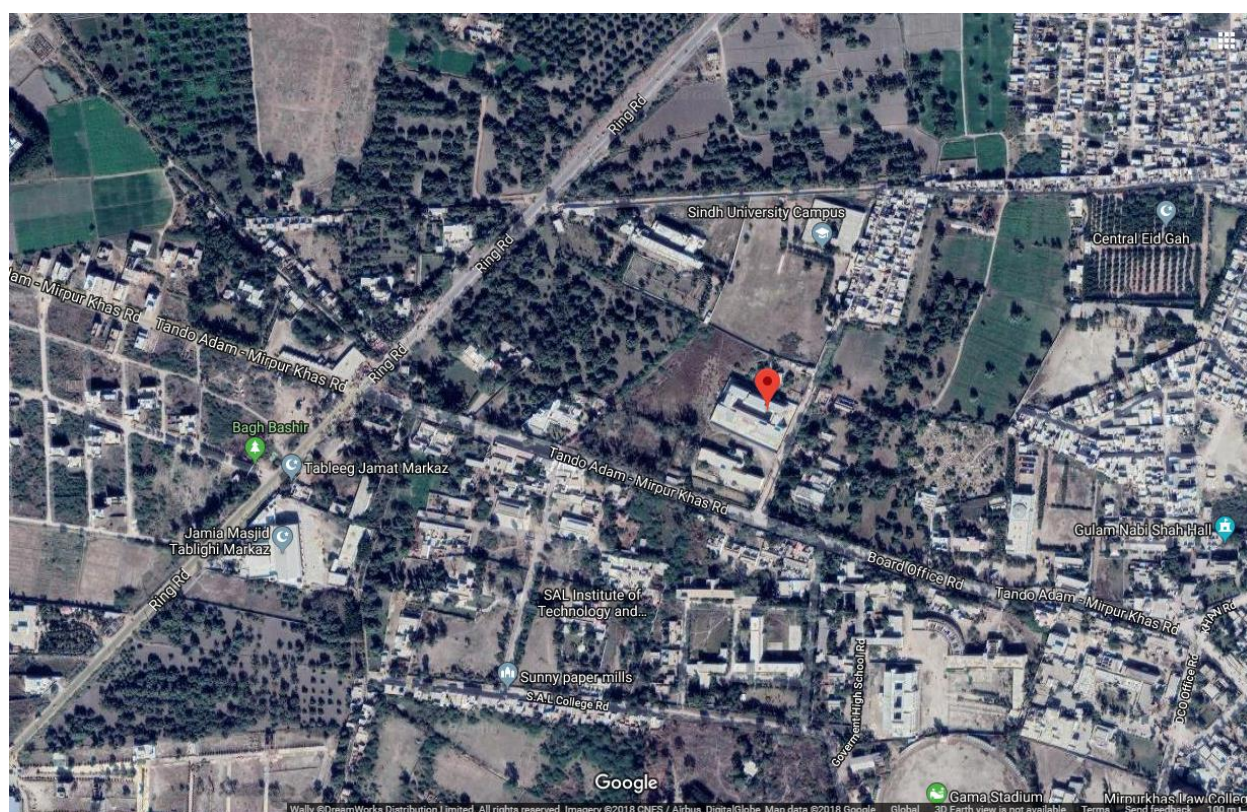
SCHOOL #	10
NAME OF DISTRICT	KHAIRPUR
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL SANGHAR
LOCATION	ADJACENT TO GOVT. NAZ PILOT SECONDARY SCHOOL KHAIRPUR MIRS
GPS COORDINATES	27.5258461 E , 68.7465630 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	11
NAME OF DISTRICT	GHOTKI
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL GHOTKI
LOCATION	NEAR PUBLIC PARK GHOTKI @ MIRPURMATHELO
GPS COORDINATES	27.9947309 E , 69.3056178 N
DIESEL GENERATOR 20KVA (2NO.)	ALREADY PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	ALREADY PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	12
NAME OF DISTRICT	MIRPURKHAS
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL MIRPURKHAS
LOCATION	ADJACENT TO S. L COLLEGE MIRPURKHAS
GPS COORDINATES	25.5317555 E , 69.0020888 N
DIESEL GENERATOR 20KVA (2NO.)	TO BE PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	TO BE PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	13
NAME OF DISTRICT	MATIARI
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL MATIARI
LOCATION	ADJACENT TO GOVT. SARWARI ISLAMIA DEGREE COLLEGE HALLA, MATIARI
GPS COORDINATES	25.8159926 E , 68.4293492 N
DIESEL GENERATOR 20KVA (2NO.)	TO BE PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	TO BE PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	14
NAME OF DISTRICT	TANDO MUHAMMAD KHAN
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL TANDO MUHAMMAD KHAN
LOCATION	ADJACENT TO GOVT. (BOYS) HIGH SCHOOL TANDO MUHAMMAD KHAN
GPS COORDINATES	25.1183361 E , 68.5483666 N
DIESEL GENERATOR 20KVA (2NO.)	TO BE PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	TO BE PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



SCHOOL #	15
NAME OF DISTRICT	TANDO ALLAHYAR
NAME OF SCHOOL	GOVERNMENT ENGLISH MEDIUM SCHOOL TANDO ALLAHYAR
LOCATION	ADJACENT TO GOVT. S. M COLLEGE TANDO ALLAHYAR
GPS COORDINATES	25.4709472 E , 68.7031666 N
DIESEL GENERATOR 20KVA (2NO.)	TO BE PROVIDED
SCIENCE MATERIAL (AS PER LIST ATTACHED AT ANNEXURE-15)	TO BE PROVIDED
COMPUTER EQUIPMENT (AS PER LIST ATTACHED AT ANNEXURE-16)	TO BE PROVIDED
FURNITURE(AS PER LIST ATTACHED AT ANNEXURE-17)	TO BE PROVIDED
BOOKS FOR LIBRARY & TEXTBOOKS	TO BE PROVIDED



ANNEXURE 9 – APPLICATION FORM

To: School Education and Literacy
Department Government of
Sindh
1st Floor, Tughlaq House, Sindh Secretariat,
Karachi, Pakistan.

Re: **Management and Operation of certain English Medium 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 Schools 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 15);
- (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 in five (5) of the full calendar years over the last seven (7) years, to enable the Authority to evaluate fulfilment of Technical Criterion as described in Section 4.3 of this Eligibility Document.

Individual / Company / Institution Name ³	Location	Description & Size	Role of the Prospective Bidder or Consortium Member	Date of Commencement of Operations	Auditor's confirmation letter reference ⁴
[add rows if necessary]					

³ If Company Name is different from your name, please indicate relationship with your company.

⁴ 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 12.

ANNEXURE 12 - FINANCIAL DATA FORM (DEC 2)

NET WORTH

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

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

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

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

ANNEXURE 13 - PARENT COMPANY LETTER OF COMFORT

To: School Education Department Government of Sindh
1st Floor, Tughlaq House,
Sindh Secretariat, Karachi, Pakistan.

Re: **Management and operation of English Medium 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 School Education & Literacy 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 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: School Education and Literacy Department
Government of Sindh 1st Floor, Tughlaq House,
Sindh Secretariat,
Karachi, Pakistan.

Re: **Management and Operation of certain English Medium 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 EMS-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) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement; and
- (d) 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.

Sr. No.	ITEM NAME	Unit	Quantity for Each School
1	Am-Meter Bench Type ED 205 triple range China / Equivalent	No.	35
2	Volt Meter Bench Type ED 205 triple range / Equivalent	No.	35
3	Am Meter Small China	No.	15
4	Volt Meter Small China	No.	12
5	Beaker 1000ml China / Equivalent	No.	50
6	Beaker 100ml China / Equivalent	No.	50
7	Beaker 250ml China / Equivalent	No.	40
8	Beaker 200ml China / Equivalent	No.	8
9	Beaker 300ml China / Equivalent	No.	6
10	Beehive Shelf	No.	35
11	Bench wooden Small	No.	35
12	Bunsen Burner Best Heavy	No.	35
13	Burette 50ml China / Equivalent	No.	50
14	Burette Clamp	No.	10
15	Spectro Meter	No.	3
16	Capillary Tube	No.	50
17	Different Charts for Class Room	No.	180
18	China / Equivalent Dish 60cc	No.	50
19	Compass Small 3/4"	No.	35
20	Concave Mirror	No.	35
21	Conical Flask 250ml China / Equivalent	No.	50
22	Conical Flask 500ml China / Equivalent	No.	50
23	Convex Lens	No.	35
24	Drawing Board Best Pulley	No.	35
25	Stop Watch Digital	No.	35
26	Test Tube 3" China / Equivalent	No.	100
27	Test Tube 6" China / Equivalent	No.	100
28	Test Tube Brush	No.	50
29	Test Tube Holders	No.	50
30	Test Tube Stand Fine Quality	No.	50
31	Thermometer 360c	No.	50
32	Thermometer 110C	No.	50
33	Thistle Funnel	No.	35
34	Tripod Stand	No.	50
35	Cylinder 1000ml China / Equivalent	No.	35

36	Cylinder 100ml China / Equivalent	No.	35
37	Cylinder 250ml China / Equivalent	No.	35
38	Cylinder 500ml China / Equivalent	No.	35
39	Flat Bottom Flask 250ml	No.	35
40	Funnel 3"	No.	35
41	Fusion Tube Germany	No.	35
42	Galvanometer ED 205 China / Equivalent	No.	35
43	Gas Jar	No.	35
44	Gas Jar Cover w/Hole or W/o Hole	No.	35
45	Glass Prism 1 -1/2"	No.	35
46	Glass Slab Hooks Law	No.	35
47	Apparatus With Slotted Weight	No.	35
48	Iron Bob Different Sizes (Set of 3)	No.	35
49	Iron Stand Big Size	No.	35
50	Iron Stand Medium Size	No.	35
51	Litmus Paper R/B	No.	35
52	Magnifying Glass 75mm	No.	35
53	Meter Rod Full	No.	35
54	Meter Rod Half	No.	35
55	Microscope Student China / Equivalent	No.	27
56	Milli / Micro Am Meter ED 205China / Equivalent	No.	35
57	Pipette Germany Bulb Type 10ml	No.	35
58	Pipette Germany Bulb Type 10ml	No.	35
59	Round Bottom Flask 250ml China / Equivalent	No.	35
60	Round Bottom Flask 250ml China / Equivalent	No.	35
61	Triangular File China / Equivalent	No.	35
62	Trough 8"	No.	35
63	Uprights Stand	No.	35
64	Vernier Calliper-0-150mm China / Equivalent	No.	35
65	Optical Bench Metal Best	No.	35
66	Pendulum Bob (Set of 3)	No.	35
67	Photo Cell Apparatus	No.	35
68	Physical Balance China / Equivalent	No.	35
69	Pinch Cock	No.	35
70	Plane Mirror with Stand Wooden	No.	35
71	Platinum Wire	No.	35
72	Plumb Line Brass	No.	35
73	Power Supply	No.	35
74	S. Pulley Brass Simple	No.	35
75	S.G Bottle 25ml Best	No.	35
76	Sand Bath Copper	No.	35
77	Sand Paper	No.	35

78	Screw Gauge 25mm China / Equivalent	No.	35
79	Slide Glass Plain China / Equivalent	No.	35
80	Water Bath Copper	No.	18
81	Reagent Bottle 60ML	No.	12
82	Screen For Projector 60 x 60 inch with adjustable Tripod	No.	2
83	Weight Box China / Equivalent	No.	35
84	Weight Hanger-100g	No.	35
85	Wire Connecting w/Clips	No.	35
86	Wire Gauze	No.	35
87	Wolf Bottle	No.	35
88	Water Distillation Plant 10 Liters	No.	3
89	2Cell Holder	No.	10
90	Connecting Lead & Crocodile clips	No.	10
91	Aqueous ammonia	ml	500
92	Aqueous barium Nitrate	gram	500
93	Aqueous potassium dichromate	gram	500
94	Aqueous potassium iodide	gram	500
95	Aqueous potassium manganite	gram	250
96	Aqueous silver nitrate	gram	25
97	Aqueous Silver hydroxide	gram	500
98	Hydrochloric acid	ml	500
99	Limewater	ml	500
100	Nitric acid	ml	500
101	Sulfuric acid	ml	500
102	Iodine	gram	100
103	Aluminium foil	pkt	1

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 even better solutions.

Sr. No.	Computer Equipment	Unit	Quantity for Each School
1	EQUIPMENT FOR COMPUTER LAB		
a)	Computer Core I5 with Stabilizer	No's	20
b)	Server Core I5	No's	1
c)	Laser Printer Hp or Samsung	No's	2
d)	A/C 2 Tons Split Type 220 V.50 c/s	No's	1
e)	U.P.S	No's	20
f)	Scanner	No's	1
g)	Multimedia Projector (Complete with Accessories)	No's	1
h)	U.S.B	No's	10
2	EQUIPMENT FOR OFFICE		
a)	Computer Core I5 with Stabilizer	No's	1
b)	Laser Printer	No's	1
c)	U.P.S	No's	1

ANNEXURE 17 – SPECIFICATIONS OF FURNITURE

Following is the minimum features of Furniture provided. However, based on bidders' school based survey, they can propose even better solutions.

S.No	Item	Description	Quantity for Each School
1	Counter Table	Counter Table 18" Wide Height 3ft To 3.5ft (Each Unit 6 RFT)	3
2	Counter Chair	Counter Chair (Revolving Office Chair, Seat & Back with cover imported cloth / Rexine with Revolving Type, Gas lift up to 120mm Tilt Back, Hand rest with Molty Foam)	5
3	Cabinet 6' Height (Height	Cabinet 6' Height (Height 72" Width 21"Length 48") (Each unit 4 RFT)	25
4	Sofa Set	Sofa Set (5 Seated Sofa Executive)	2
5	Cabinet (Small) 3' Height	Cabinet (Small) 3' Height 21" Width 8 ft Length (Each Unit 8 RFT)	22
6	Laboratory Table-A	Laboratory Table-A (Kid Lab) Rectangular center Table with shelf along with 1 Nos wash basin, 5ft wide, Length 20ft, 2ft Height	1
7	Stool-A (Kid Lab	Stool-A (Kid Lab) Top Size 12" Height 12" Length Size 2"x2" Side Bar Size 1 1/2 x 3/4 Frame Sheeshamwood	25
8	White board	White board (8'x4') 8ft wide x4ft height	20
9	Laboratory Table-B	Laboratory Table-B (Rectangular center Table with shelf along with 1 Nos wash basin,6ft wide, Length 20ft, 3ft Height)	2
10	Stool-B (Kid Lab	Stool-B (Kid Lab) Top Size 18" Height 18" Length Size 2x2" Side Bar Size 1 1/2 x 3/4 Frame Sheeshamwood	50
11	Table-A	Table-A 5.5 ft Length x 3.5 ft wide with 3 no drawers along with additional separate side table for computer	1
12	Chair-A	Chair-A Seat & Back with cover Imported cloth Revolving Type Gas Lift up to 120mm Tilt Back Hand rest with Molty Foam	1
13	Easy Chair	Easy Chair (Seat & Back with cover imported cloth / Rexine)	34
14	Steel Almirah	Steel Almirah Over all sizes 72" x 46" x 18" deep. All made of steel sheet.20 SWG with four shelves and five compartments with locker & drawer, Single locking arrangement with metal handle and keyhole covers, outside & inside off white plain spray paint	1
15	Side Rack 3FT	Side Rack 3FT Height	1
16	Conference Table	Conference Table (10ft Length , 4.5ft wide)	1
17	Locker	Locker Steel Standard Size	10
18	Table-B	Table-B (4ft Length 3ft wide with drawer)	23
19	Kid Table-C	Kid Table-C (Small) Round / Triangle Dia 4ft 17 Height	10
20	Kid Chair-C	Kid Chair-C (Small) Chair Back Height 18" Length 12" Width 14" Front Height 10.5" (Different Color)	60
21	Shelves-A	Shelves-A (Small) Shelf 18" wide up to 3ft height (Each Unit 8 RFT)	17
22	Soft Board	Soft Board (Wall hanging soft board of Different Length from 2ft to 8ft etc, Height 4ft)	41
23	Stage	Stage (14ft Length,8ft Wide, 18" Height & both side steps)	1
24	Rostrum	Rostrum (2ft Length 1.75ft breadth Standard)	1

25	Kid Table-D	Kid Table-D Round / Triangle Dia 4ft 21 height	10
26	Kid Chair-D	Kid Chair-D (Chair Back Height 27" Length 12" Width 12" Front Height 15")	60
27	Floor Standing White Board	Floor Standing White Board (White board 8' x 4' attach with moveable floor stand)	1
28	Table-E	Table-E (5ft Length 3ft wide with drawer)	1
29	Bed	Medical Patient Bed	1
30	Stool-C	Stool-C Round Top 1.25ft Dia, adjustable in different height type	1
31	Round Table	Round Table 6 ft Dia , 2.5 ft Height	1
32	Open Shelves-B	Open Shelves-B (6ft Height, 18" width Open shelf along all wall sides)	15
33	Computer Table	Computer Table Size 60" x 24" x 30" Two Student	12
34	Computer Chair	Computer Chair Seat & Back with Imported cloth with Revolving Type Gas Lift up to 120mm Tilt Back	24
35	Chair-B	Chair-B (Seat & Back with cover imported cloth / Rexine Gas lift up to 120mm Tilt Back, Hand rest with Molty Foam)	18
36	Wall standing open cabinet holes	Wall standing open cabinet holes (Size 18x18x18")	12
37	Mono Desk Table	Mono Desk Table Height 24" Length 30" Top Size 24x14 Back Size 22"x6" Front Size 22"x8" Book Shelf Size 22 x 10 Tube Die 38mm Thinkness 1.2mm	200
38	Shelves-C	Shelves-C (6ft Height, 18" width shelf along all wall sides)	80
39	Rectangular Table	Rectangular Table (6ft Length, 3ft wide)	4

ANNEXURE 18 – 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>Supplying, Installing and Commissioning 15 KVA Solar Power System for Academic Blocks of School.</p> <p>SPECIFICATIONS:</p> <p>a. SOLAR PV MODULE: 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. SUPPORTS Galvanized roof supported, frame size and thickness.</p> <p>c. OFF GRID HYBRID INVERTER: SMA, 15KW capacity (3-phase) with 03 years minimum warranty.</p> <p>d. SUNNY WEB BOX FOR REMOTE MONITORING 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>e. LIGHTNING ARRESTER: Level 5 protection and type of lightening system.</p> <p>f. SUITABLE EARTHING AND EARTH PITS To be provided (as per IEC norms).</p> <p>g. CABLES 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>h. ACDB - Fitted with branded electrical accessories and outer cover with good quality of stainless steel.</p> <p>i. ALL FASTENERS used wherever, must be of good quality of stainless steel grade.</p>	1 school (12-14 rooms)

ANNEXURE 19 - SNE

Following is the approved SNE for each school.

302
Secondary Education

092101 SECONDARY EDUCATION

FUNCTIONAL-CUM OBJECT CLASSIFICATION & PARTICULARS OF THE SCHEME		NUMBER OF POSTS	AMOUNT TO BE SPENT DURING THE YEAR 2017-2018		
			NON RECURRING	RECURRING	TOTAL
			Rs	Rs	Rs
09	EDU. AFFAIRS & SERV.				
092	SECD. EDU. AFFAIRS & SERV.				
0921	SECONDARY EDUCATION AFFAIRS AND SERVICES				
092101	SECONDARY EDUCATION				
KN0638	GOVERNMENT ENGLISH MEDIUM SCHOOL IN CAMBRIDGE SYSTEM (NURSERY TO O-LEVEL) <u>KHAIRPUR</u>				
011	Provision for Creation of Posts & Other Expenditure				
A01	TOTAL EMPLOYEES RELATED EXPENSES.		<u>27,158,000</u>		<u>27,158,000</u>
A011	TOTAL PAY	<u>69</u>	<u>13,781,000</u>		<u>13,781,000</u>
A011-1	TOTAL PAY OF OFFICER	<u>32</u>	<u>9,604,000</u>		<u>9,604,000</u>
A01101	Basic Pay Of Officer	<u>32</u>	<u>9,604,000</u>		<u>9,604,000</u>
P094	PRINCIPAL (BPS-19)	1	592,000		592,000
S572	SR SCHOOL TEACHER O (BPS-18) LEVEL	7	2,678,000		2,678,000
V012	VICE PRINCIPAL (BPS-18)	1	383,000		383,000
M069	MEDICAL OFFICER (BPS-17)	1	305,000		305,000
L058	LIBRARIAN (BPS-17)	1	305,000		305,000
J097	JR SCHOOL TEACHER O (BPS-17) LEVEL	12	3,663,000		3,663,000
P036	PHYSICAL TRAINING (BPS-16) INSTRUCTOR	1	191,000		191,000
A119	ASSISTANT (BPS-16)	1	153,000		153,000
S569	SR EARLY CHILDHOOD (BPS-16) TEACHER	7	1,334,000		1,334,000
A011-2	TOTAL PAY OF OTHER STAFF	<u>37</u>	<u>4,177,000</u>		<u>4,177,000</u>
A01151	Basic Pay Other Staff	<u>37</u>	<u>4,177,000</u>		<u>4,177,000</u>
E110	EARLY CHILDHOOD (BPS-15) TEACHER	2	324,000		324,000

303
Secondary Education

092101 SECONDARY EDUCATION

FUNCTIONAL-CUM OBJECT CLASSIFICATION & PARTICULARS OF THE SCHEME		NUMBER OF POSTS	AMOUNT TO BE SPENT DURING THE YEAR 2017-2018		
			NON RECURRING	RECURRING	TOTAL
			Rs	Rs	Rs
09	EDU. AFFAIRS & SERV.				
092	SECD. EDU. AFFAIRS & SERV.				
0921	SECONDARY EDUCATION AFFAIRS AND SERVICES				
092101	SECONDARY EDUCATION				
KX0638	GOVERNMENT ENGLISH MEDIUM SCHOOL IN CAMBRIDGE SYSTEM (NURSERY TO O-LEVEL) KHAIRPUR				
(P1)	Provision for Creation of Posts & Other Expenditure				
M156	MUSIC TEACHER (BPS-14)	1	153,000		153,000
S053	SENIOR CLERK (BPS-14)	1	153,000		153,000
A015	ACCOUNT ASSISTANT (BPS-14)	1	153,000		153,000
D154	DRAWING TEACHER (BPS-14)	1	153,000		153,000
J034	JR SCHOOL TEACHER (BPS-14)	3	458,000		458,000
C146	COMPUTER OPERATOR (BPS-12)	1	134,000		134,000
J014	JR CLERK (BPS-11)	1	126,000		126,000
P183	PRIMARY SCHOOL TEACHER (BPS-09)	5	592,000		592,000
D114	DISPENSER (BPS-09)	1	118,000		118,000
L003	LAB ASSISTANT (BPS-07)	2	222,000		222,000
D161	DRIVER (BPS-05)	1	103,000		103,000
A313	ATTENDANT (BPS-02)	1	186,000		186,000
A331	AYA (BPS-02)	3	186,000		186,000
C089	CHOWKIDAR (BPS-02)	2	186,000		186,000
C109	CLEANER (BPS-02)	2	186,000		186,000
M022	MALI (BPS-02)	2	186,000		186,000
N003	NAIB QASID (BPS-02)	3	186,000		186,000
S008	SANITARY WORKER (BPS-02)	2	186,000		186,000
S037	SECURITY GUARD (BPS-02)	2	186,000		186,000
A012	TOTAL ALLOWANCES		<u>13,377,000</u>		<u>13,377,000</u>
A012-1	REGULAR ALLOWANCES		<u>13,377,000</u>		<u>13,377,000</u>