

# Request for Proposal

## Feasibility Study and Transaction Advisory Services for Multiple Initiatives in Education Sector under Public Private Partnership mode



Given the urgency to improve upon the education outcomes in Sindh, the Government of Sindh seeks participation of private sector in the education sector in multiple interventions. The Education & Literacy Department Government of Sindh accordingly invites technical & financial proposals from well reputed and experienced firm(s)/consortia for conducting "Feasibility Study and Transaction Advisory Services" for following initiatives:

- **Establishment of Boarding Schools in different regions of Sindh under PPP mode**
- **Management Contracts for managing select primary schools in a given area with Education Management Partners**
- **Management Contracts with private sector for market linked higher education in some select colleges of Sindh**

**Scope of Work:** Consulting Firms shall be responsible for following major activities with respect to their assignment for the package awarded:

**Phase-I:** Feasibility Study, covering technical, financial, economic, legal and environmental aspects.

**Phase-II:** Transaction Advisory Services, covering:

- Marketing of the package products to potential mix of investors and giving details presentations to relevant stakeholders;
- Bid Administration, covering preparation of all documents from EOI to Concession Agreement, and;
- Financial Closure in respect of the package awarded.

**Eligibility Criteria:** Only the firms fulfilling the following eligibility criteria shall submit Technical and Financial proposals in response to the RFP document available from our website:

- Consulting firm/consortium must have at least 2 or more Educational Specialists having experience/qualification relating to management and academics of schools/colleges
- Firm/Consortium must have conducted Feasibility Study and Transaction Advisory for 1 or more management contracts
- Firm/Consortium must have drafted 1 or more management contracts
- Last annual turnover of the firm must be more than Rs. 50 million

**Instructions for Bidders:** The firm(s)/Consortia shall include in their Expression of Interest the information as per the Request for Proposals (RFP) downloadable from [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) or during office hours from the address given below.

The completed proposals in response to RFP must reach not later than 4 p.m., May 5, 2011.



DS (Schools-II)/ Focal Person PPP Node,  
Education & Literacy Department  
Room No. 223, 2nd Floor,  
Tughlaq House/Sindh Secretariat No. 2  
Kamal Ataturk Road, Karachi.  
Tel: 021-99213265



**Education & Literacy Department**

**Government of Sindh**

**MULTIPLE INITIATIVES (REFORMS) IN  
EDUCATION SECTOR UNDER  
PUBLIC PRIVATE PARTNERSHIP MODE**



**REQUEST FOR PROPOSAL (RFP)**

**Hiring Consultant for Feasibility Study & Transaction**

**Advisory Services**

**April 2011**

## INDEX

<b>S. No.</b>	<b>Contents</b>	<b>Page Nos.</b>
01.	NOTICE FOR INVITING PROPOSALS FOR CONSULTANTS	01
02.	LETTER OF INVITATION	07
03.	DATA SHEET	23
04.	APPENDIX - I : FORMATS FOR TECHNICAL PROPOSAL	29
05.	APPENDIX - II : FORMATS FOR FINANCIAL PROPOSAL	42
06.	APPENDIX - III: EVALUATION CRITERIA	45
07.	TERMS OF REFERENCE	48
08.	DRAFT INTEGRITY PACT	53

## Education & Literacy Department, Government of Sindh

### REQUEST FOR PROPOSALS

#### Consultancy Services for Multiple Initiatives in Education Sector in Public Private Partnership mode

##### 1. INTRODUCTION

The education sector in Sindh is faced with many challenges; major being very low enrollment level; rural and gender disparity; and low level of quality of education. Only 50% of children ranging between 5 years to 15 years are enrolled in Schools and around 70% of rural girls never attend school. Even those in the system do not get the minimum standard of education, required as per International norms thus outcomes are less than optimal. The existing standard of education also fails to develop children's personalities in any meaningful way.

Education & Literacy Department, Government of Sindh is therefore undertaking multiple initiatives under the public partnership mode for enhancing the participation of private sector in varying ways and mechanisms for increasing access to quality education in Sindh. Following are the three major initiatives in hand:

##### **A Establishment of Boarding Schools in different regions of Sindh under PPP**

Boarding School system is one of the most important medium of imparting education in fullest sense to the students by invoking all fundamental capabilities of the young children by keeping them in an atmosphere which is conducive to education by disseminating lectures in class, putting them to a rigorous throughout the day activities of sports, extra classes and interdisciplinary learning from each other. Pakistan has a range of very good boarding schools, which provide overall quality learning, and rearing of young boys and girls. Institutions like Aitchison, Army Burn Hall College; Chand Bagh School and within Sindh the cadet colleges are institutions which over the years have produced a critical mass of youth who today holds prominent positions in various fields and professions.

It is in this background that the Government of Sindh has decided to establish 'Sindh Boarding Schools' all over Sindh in different phases with an overall objective of providing quality education and catering to poor rural children. In this regard land has been identified by GoS for constructing boarding schools in different districts of the province. The SBS concept hinges on the model in which Government may participate in picking up certain costs for subsidizing education for the poor through performance based pay contracts.

**B. Management Contracts with Education Management Organizations (EMOs):**

The broad objectives of these partnerships are to involve private sector participation in the existing primary schools which could bring about a more efficient and effective education system which on one hand imparts good education to the existing lot and on the other hand brings about channeling in the young generation who is out of school. This idea takes birth from the visionary guidance of the President of Pakistan and the Prime Minister of Pakistan who have declared this year as the "Education Year" and through his vision; this PPP intervention would take place.

In this background, Education Department, Government of Sindh intends to enter into Management Contracts with the private sector for **managing; restructuring and strengthening education from grade KG to 10 in some select Deh/Union Councils/Talukas or also some select schools in a given geographic region. The consultant shall be responsible for bundling up of schools in the UC level which could be handed over to private management under Management Contract System (MCS).** The MCS are proposed to be pillared on "performance based" long term contracts wherein the payment to private sector shall be on the performance based

**C. Management Contracts with Private Sector for Market Linked Higher Education in Some Select Colleges of Sindh**

The Education Department has many underutilized Colleges. It is accordingly been decided to seek interests from private sector for management contracts of these colleges for introducing graduate courses which has a demand in Industry. The project model can be so designed that the potential private partner operates these courses in the

Government colleges charging a reasonable amount from students and the remaining agreed payment shall be made by the government again on the performance- based mechanism. Broadly the Government may allow management of its colleges to be operated by professional educational institutions for extending quality graduate courses which will be partially subsidized by the government for students who are unable to pay.

## **2. BRIEF SCOPE OF WORK**

In view of the forgoing Government of Sindh Education Department seeks services of reputable Consultancy Firms/ Consortia for providing Transaction Advisory Services for these initiatives.

The Scope of Services includes:

- A. Preparation of technical feasibility of these PPP projects on the basis of preliminary workable details available with the Department.
- B. Analysis of the available data of children in a given Deh/UC/Taluka on the basis of School Census and projected populations who could be further enrolled and their education could be assigned to private partners/ EMOs for Deh/UC/Taluka wise contracts.
- C. Advice on the selected intervention in all the three initiatives authenticating their deductions through Value for Money (VfM) for each intervention
- D. Submission of overall structure of PPPs on the basis of capital and recurrent cost and the market acceptability
- E. Preparation of procurement pack including but not limiting to :
  - a) Bidding documents including Request for Proposal and Draft Contract documents based on the proposed PPP Structure. These documents must contain the evaluation parameters and the performance standards relating to all spheres of performance including academic; co-curricular facilities; administration; admission policies; environment and social safeguards.

- b) Facilitation to the Government to undertake communication strategy for sensitizing the market on the proposed structure of the PPP for different initiatives. Not only developing a regulatory system which is transparent, effective and practical for these contracts. Besides serving as regulatory body for initial two years for the management contract, the one of the most likely assignment GoS expected consulting firms to accomplish is to develop a regulatory mechanism
- c) Developing Human Resource (HR) in the education department and carrying out at least three seminars for sensitization of PPP initiatives in education department and conducting investor solicitation for these contracts.

### 3. MODE OF ACCESS FOR REQUEST FOR PROPOSAL

This Request for Proposal (RFP) document' has been issued to all the interested bidders.

### 4. SUBMISSION OF DOCUMENTS

Sealed proposals should reach at the address for communication not later than 1100 hrs on-5th May, 2011. Technical Proposals shall be opened on the same day at 1130 hrs in the presence of bidders/their representative who choose to be present.

The Condition regarding award of work are stipulated in this RFP document.

Education & Literacy Department Government of Sindh will not be responsible for any delay in receiving the proposals and reserves the right to accept/ reject any or all proposals by assigning any reason thereof as per Sindh Public Procurement Rules (SPPR) 2010. The consultancy firms will be selected as per the guidelines indicated in this RFP document.

### 5. ADDRESS FOR COMMUNICATION

Deputy Secretary (Schools-I/ Focal Person PPP Node)

Education & Literacy Department

Government of Sindh

Phone Numbers: 021-99213265

Fax Number: 021-99213079

Email: [ppp.educ2011@gmail.com](mailto:ppp.educ2011@gmail.com)

## LETTER OF INVITATION

Dear Mr. /Ms.

Education & Literacy Department Government of Sindh (hereinafter called “Procuring agency/ Client” now invites proposals to provide the following consulting services: **“Multiple Initiatives in Education Sector under Public Private Partnership mode”**. More details on the services are provided in the Terms of reference.

This request for proposal (RFP) has been addressed to all the interested Bidders

It is not permissible to transfer this invitation to any other firm.

A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the SPPR 2010.

The RFP includes the following documents:

Section 1- letter of invitation

Section 2- Instruction to consultants (including data Sheet)

Section 3- Technical Proposal – Standard Forms

Section 4- Financial Proposal – Standard Forms

Section 5- Terms of Reference

Section 6- Evaluation Criteria

Section 6- Draft Integrity Pact

**Yours sincerely,**

**Secretary**

**Education & Literacy Department**

**GoS**



## INSTRUCTION TO BIDDERS

April, 2011

Dear Sir,

**Subject: Consultancy Services for Multiple Initiatives in Education Sector under Public Private Partnership Mode**

### 1. INTRODUCTION

1.1 Technical and Financial Proposals are invited from the interested competent and experienced professionals/ consulting firms/ companies for providing consultancy services regarding “**Multiple Initiatives in Education Sector under Public Private Partnership mode**” as per the international best practices.

1.2. The consultancy services reports have to be submitted complete in all respect strictly as per below given schedule:

S.NO.	ITEM OF DELIVERY	PERIOD*
1.	Report -1 (Initial Project Review) containing initial technical and financial review, Legal review on the following grounds depending upon different projects:  A. Identify government intervention areas, through  I. Existing enrolment,  II. Number of pupils which could be induced into system,  III, address most poverty hit area,	Two weeks

	<p>IV, project Commercial viability aspect,</p> <p>B. Carry out general legal review of the interventions, suggest preliminary institutional arrangements required to oversee these Projects, suggest changes in the existing laws, Rules and regulations</p> <p>C. The way forward Report</p>	
2.	<p>Report -2 (Initial Project feasibility Report containing following details:</p> <p><u>A. Parameters: (Scope of work)</u></p> <p>B. Submit Project Structuring Report</p> <p>C. Develop Economic viability which clearly demonstrates the convincing argument for such projects</p> <p>D. Develop Financial Model in respect of each intervention</p> <p>E. Carryout IEE in respect of these interventions if required</p> <p>F. Prepare Value for Money Analysis in respect of each intervention separately</p> <p>G. Prepare a extrapolate statement to show the positive or otherwise impact on education in Sindh as a result of these</p>	One month

	interventions.	
3.	<p>Report -3: <u>Development of procurement pack in respect of the above interventions with specific reference to:</u></p> <p>A. Legal review of such intervention</p> <p>B. Preparation of Procurement Pack comprising:</p> <ul style="list-style-type: none"> <li>∇ Bidding Documents</li> <li>∇ Concession Agreement</li> <li>∇ Information Memorandum for each project</li> <li>∇ Financial Model</li> <li>∇ Annexures to Management Contract</li> <li>∇ Any other documents required to complete the Procurement Pack</li> </ul>	One month
4.	<p>Report -4 <u>Carry out the Transaction on behalf of Education Department</u></p> <p>A. Conduct the whole bidding process on behalf of Education Department GoS</p> <p>B. Be part of the procurement process</p> <p>C. Assist GoS in negotiations</p> <p>D. Finalize the structure with the developer</p>	Till the Financial Close of the Project

	E. Assist in the financing documents	
	F. Close the deal	

1.3. A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

1.4 The manner in which the proposals are required to be submitted, evaluated and excerpted is explained in this Request for Proposal (RFP) document.

1.5 You are encouraged to imbibe fully about the assignment and the local Conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the Client, and attending a pre-bid conference on the date, time and venue specified in the Data Sheet. Please note that no cost of any such visit or queries is reimbursable.

1.6 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Procuring Agency;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Procuring Agency relating to any of the matters referred to in Clause 1.6 above;
- d) satisfied itself about all matters, things and information contained in this RFP hereinabove necessary and required for submitting Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or

ignorance shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Procuring Agency, or a ground for termination of the Agreement; and

- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

1.7 The Procuring Agency shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Procuring Agency.

1.8 Financial Proposals of only those firms as are qualified in accordance with clause 6.3 hereof will be opened.

1.9 Please note that:

- (i) costs of preparing the proposal, including visits to the Education & Literacy Department, Government of Sindh and any other expenditure related with this assignment shall not be reimbursable irrespective of the outcome of the evaluation process; and
- (ii) Education & Literacy Department is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals by assigning any reason(s) thereof as per provision of SPP Rules 2010.

1.10 The proposals must be properly signed as detailed below:

- a) by the proprietor in case of a proprietary firm
- b) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).

- c) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- d) By the authorized representative in case of Consortium (A certified copy of the authorization shall accompany the proposal).

1.10.1 In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the Consortium agreement. The Consortium Agreement as applicable shall confirm the following therein:

- a) Date and place of signing;
- b) Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid;
- c) A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- d) Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner / member of the Consortium for the proposed services;
- e) An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;
- f) Duties, responsibilities and powers of lead firm;
- g) The authorized representative of Consortium.

1.10.2: In case of Consortium, It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. For a Consortium to be eligible for bidding, the experience of lead partner and other partner should be as indicated in the enclosed Data Sheet.

1.10.3: Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.

1.10.4 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Procuring Agency during the Bid Stage, only where:

- a) The Lead Member continues to be the Lead Member of the Consortium;
- b) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification/ short-listing criteria for Applicants; and
- c) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.

1.10.5 Approval for change in the composition of a Consortium shall be at the sole discretion of the Procuring Agency and must be approved by the Procuring Agency in writing.

1.10.6 The modified/ reconstituted Consortium shall be required to submit a revised joint Bidding Agreement before the Bid Due Date.

1.10.7 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s)

1.10.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

## 2. DOCUMENTS

2.1. To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.

2.2. Firms requiring a clarification of the Documents must serve upon the Client, a request in writing, two days before the Pre bid conference date. Any request for clarification must be made in writing and sent to the Client's address indicated in the Data Sheet through courier or fax or email. The Client will respond in writing through fax or courier or email. Copies of the responses will be sent to all Consultants who get the RFP document.

2.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment. The amendment will be notified in writing through fax or email to all consulting firms who got the RFP document and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals or change other specifications of the RFP which will be notified in writing through fax or email to all.

## 3. PREPARATION OF PROPOSAL

Your proposal shall be prepared in two separate parts, each to be contained in a separate cover as follows:

**Cover 1:** Technical Proposal

**Cover 2:** Financial Proposal

The information shall be furnished in the formats prescribed in Appendices I and II.



### 3.1 Technical Proposal

3.1.1 The envelope containing Technical Proposal shall contain all the information in the format prescribed in **Appendix I**.

3.1.2 While submitting the Technical Proposal, the firm shall ensure the following:

- a) The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated. Consultants shall make their own assessment of support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total estimated cost only. Client shall not be responsible for any wrong assessment by Consultants and shall not in any case bear any additional cost arising there from.
- b) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- c) The key personnel shall remain available for the period indicated in the TOR. An undertaking to this effect must also be submitted. It is further clarified that all the key personnel are required available for full assignment period of 09 to 12 months.
- d) No alternative proposal to any key personnel shall be made and only one CV for each position shall be furnished.
- e) Each CV needs to have been recently signed with date in blue indelible ink by the key personnel and countersigned by the authorized official of the Firm. Photocopy or unsigned/countersigned CVs shall be rejected.
- f) Each CV shall contain the proof of qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in the TOR. In order to check incorrect/ inflated bio-data of Key Personnel, the Client has the

right to verify details mentioned in CV by writing to the Employer/University/Institute indicated in the CV. The Consultancy Firm shall be liable for any incorrect information.

- g) If a firm as a Consortium is qualified on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- h) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.
- i) The telephone no. of each of key personnel in the CV at the time of submission of proposal shall be mentioned.

3.1.3 Failure to comply with the requirements spelt out in Para 3.1.2 shall make the proposal liable to be rejected and the evaluation of Financial Proposal shall not be undertaken. If, individual, key personnel makes an averment regarding his qualification, experience, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the agreement, he shall be debarred for any future assignment in/with/of the Client. The firm shall also be liable for its authorized representative counter signing a CV, which is subsequently found to contain false and misleading statements or claims.

**3.1.4 The Technical Proposal must not include any financial information.**

## **3.2 Financial Proposal**

3.2.1 The envelope containing Financial Proposal shall contain all the information in the format prescribed in **Appendix II**.

3.2.2 While submitting Financial Proposal, the Consultants shall ensure following:

- i. All the costs associated with the assignment shall be included in the proposal. These shall cover remuneration for all the staff (foreign and local, in the field, office etc), research, accommodation, transportation, equipment, printing of documents, surveys, geo-technical investigations, preliminary facts/ Assessment regarding Environmental & Social Impacts/ Investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet and the draft contract agreement.
- iii. Costs (including break down of costs) shall be expressed in Pak Rupees as per the requirement assessed by the Consultants. **The payments shall be made only in Pak Rupees.**

#### **4. SUBMISSION OF PROPOSALS**

4.1 The Applicants shall submit all the details required in this RFP Document. All pages should be numbered serially and by giving an index of submissions.

4.2 You must submit the proposal as indicated in Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

**“Consultancy Services for Multiple Initiatives in Education Sector under Public Private Partnership Mode”**

**Do not open, except in presence of the Consultant Selection Committee**

4.2.1. The outer envelope will contain two separate envelopes, one clearly marked '**Technical Proposal**' and the second clearly marked '**Financial Proposal**'.

4.2.2. The Technical and Financial Proposal must be prepared in indelible ink and must be signed by the authorized representative of the Firm. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the original Technical and Financial Proposals must be numbered and initialed by the person or persons signing the proposal.

4.3. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

4.4. Your completed proposal must be delivered on or before the time and date stated in Data Sheet. Secretary, , Education & Literacy Department, Government of Sindh shall not be liable for any delay in submission of the Proposal within the stipulated period on any account whatsoever.

4.5. No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids; Provided that the procuring agency may ask the bidders for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid.

4.6 your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## 5. CANCELLATION OF BIDDING PROCESS

5.1. A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal;

5.2. The procuring agency shall incur no liability towards the bidders, solely by virtue of its invoking 5.1

5.3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation.

5.4. The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

## **6. PROPOSAL EVALUATION**

6.1. A Single Stage two envelope procedure will be adopted in evaluating the proposal. In the first stage a technical evaluation will be carried out. Only those Technical proposals, which score at least 70 points out of 100, shall be considered for financial evaluation in the second stage. The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) method. The Evaluation criteria under QCBS is at Appendix III

### **6.2. Evaluation of Technical Proposal**

The Consultant Evaluation Committee (CEC) appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet.

### **6.3. Evaluation of Financial Proposal**

6.3.1 For financial evaluation, total cost of Financial Proposal will be considered including all taxes.

6.3.2 The CSC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if

any, in costing any item shall not entitle the firm/Consultant to be compensated and the liability to fulfill its obligations as per the terms of reference within the total quoted price shall be that of the Consultant.

**7. BID SECURITY**

The Consultant shall deposit a Bid Security equivalent to 1% (one per cent) of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called; Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Bidder has the option to provide the Bid Security either as a Demand Draft, Pay Order or in the form of a Bank Guarantee, acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

**8. DISQUALIFICATION OF CONSULTANTS**

8.1. The procuring agency shall disqualify consultant, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as, consultant, was false and materially inaccurate or incomplete; or

8.2. At any stage has indulged in corrupt and fraudulent practices, as defined in Section 2 (q) of Part I-General Provisions of SPPRA rules 2010;

8.3. A consultant being aggrieved by the decision of the procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal, as provided under Rule 31 of SPPRA 2010.

**9. BAR ON HIRING IN CASE OF CONFLICT OF INTEREST**

Consultants shall not be hired if there is a conflict of interest. Any Consulting firm(s)/Consortium found to have a Conflict of Interest shall be disqualified.

**10. MISCELLANEOUS**

The Bidding Process shall be governed by this RFP, and construed in accordance with, the laws of Pakistan and the Courts at Karachi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

**11. INDEMNITY**

The Consultants will indemnify the Client for any direct loss or damage that is caused due to deficiency in services.

**12. AWARD OF CONTRACT**

The Contract shall be awarded to the best evaluated Consultant.

**Thanking you.**

**Secretary  
Education & Literacy Department  
GoS**

## DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. (a) Date, Time and Venue of Pre-Bid Conference: **at 1500 hrs on 27<sup>th</sup> April 2011@ Education & Literacy Department, GoS-----**

(b) Date of Receiving Clarification regarding RFP: **25<sup>th</sup> April 2011----- (Before 1600 hrs)**

2. The Documents are:

(i) Terms of Reference (TOR)

(ii) Appendices

Appendix-I: **Formats for Technical Proposal**

Appendix-II: **Formats for Financial Proposal**

Appendix-III: **Evaluation Criteria**

(Ref. Para 2.1)

3. Type of Contract: **Lump sum**

4. Bid Security: **1 %**

5. Performance Security: **10 %** (Bid security will be converted in to performance security and additional amount will be deducted from the running bill at rate of 9 %)

6. Agreement Stamping **Duly stamped @ 0.03 % of bid price by successful bidder at his own cost.**

7. The Name of the Client is: **Education & Literacy Department Government of Sindh**

(Ref. Para 2.2)

8. The address is:

**DS (Schools-I)/Focal Person PPP Node,  
Education & Literacy Department,  
Room No.223, 2nd Floor,  
Tughlaq House/Sindh secretariat No 2  
Ata Turk Road, Karachi. -----**

(Ref. Para 2.2, 4.2)



## 5. Tax liability

Government of Sindh will only deduct Income Tax on Services. Consultant has to assess all other taxes and cost of insurance while quoting the price in the financial proposal

(Ref. Para 3.2.2 (iii))

## 6. The envelopes must be clearly marked:

“ORIGINAL PROPOSAL”

DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and,

DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on the outer envelope.

Consultancy Package

Name and Address of Consultant

The date and time of proposal submission are: (Ref. Para 4.2)  
~~-5<sup>th</sup> May 2011-----~~  
(up to 1100 hrs)  
(Ref. Para 4.4)

Opening of technical proposal (Technical Proposal) Same Day at (1130 hrs)  
Shall be opened before the Bidders who choose to

Proposal Validity period (days, date): 90days (Ref. Para 4.6)

8. Evaluation criteria (Ref. Para 6)

### 9.1 First stage: Technical Evaluation

The evaluation of the technical and financial bids shall be held under Quality and Cost Based Selection (QCBS) method.

(Ref. Para 3.1 & 6.2)

9.1.1 Evaluation of selected key personnel of the firms qualifying in the first stage will be carried out following a marking system.

### 9.1.2 Rating System

The Technical Proposal will be evaluated on the basis of Firms Experience and the experience of the personnel. The criteria to be used for evaluation and working system to be followed shall be as over leaf:

S. No	Description	Points
1	Firm's Relevant Experience	20
2	Adequacy of Approach and Methodology	10
3	Qualification and Relevant Experience of the Proposed Key Personnel	70
<b>Total</b>		<b>100</b>

The number of points to be given under each of the evaluation criteria is:

Firm's relevant experience	Points
Consulting firms/consortiums must have experience relating to management and academics of schools/colleges	8
10 or more years	8 marks
5-9 years	6 marks
2-4 years	4 marks
Less than 2 years	2 marks

	Firm/Consortium must have conducted Feasibility study and Transaction Advisory for management contracts	8
	5 or more projects	8 marks
	4 projects	6 marks
	3 projects	4 marks
	1-2 projects	2 marks
	Firm/Consortium must have drafted management contracts.	4
	5 or more projects	4 marks
	4 projects	3 marks
	3 projects	2 marks
	1-2 projects	1 marks
<b>Total</b>		<b>20</b>

**Adequacy of the proposed work plan and methodology in responding to the TOR**

(a)	Understanding of TOR and Comments	4
(b)	Quality of Approach and Methodology	4
(c)	Work Program and Manning Schedule	2
<b>Total</b>		<b>10</b>

(iii) Qualifications and competence of the key staff for adequacy of the

S.No	Key Personal	Points
<b>Technical Team</b>		20
1	Education Expert 1	10
2	Education Expert II	10

	<b>Financial Team</b>	<b>30</b>
3	Team Leader (Financial)	10
4	PPP and Transaction Structuring	10
5	Financial Modeling Expert	10
	<b>Legal Team</b>	<b>20</b>
6	Team Leader (Legal)	5
7	Expert on PPP Concessions	5
8	PPP Contract Documentation Expert	10
<b>Total</b>		<b>70</b>

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are.

#### Weight-age Points for Key Professionals

Description			Weight (%)
General Qualification			25
Education Specialist	Financial Team	Legal Team	
PhD(25 marks)	PhD (25 marks)	PhD (25 marks)	
Masters (20 marks)	CA/CFA/MB A (Finance) (20 Marks)	LLM (20 marks)	
Bachelor (15 marks)	Bachelor (15 marks)	LLB (15marks)	

Employment with firm	5
5 or more years      5 marks	
4 years                      4 marks	
2-3 years                    3 marks	
Less than 2 years      2 marks	
Relevant Experience and Adequacy for the Project	70
20 or more years      70 marks	
15-19 years                56 marks	
10-14 years                42 marks	
5-9 years                    28 marks	
Less than 5 years      14 marks	
<b>Total</b>	<b>100</b>

## 9.2 Second stage -- Evaluation of Financial Proposal

Financial Proposal of all the firms who pass in Technical Evaluation will be opened and award shall be made according to Quality and Cost Based Selection (QCBS) method.

9.2.1 The common currency is **"Pak Rupee"**. (Ref. Para 6.3.2)

9.2.2 Commencement of Assignment: The Consultant shall commence the services from the date of effectiveness of the contract at the project site within 7-days.

(Ref. Para 12)

**APPENDIX - I**  
**(FORMATS FOR TECHNICAL PROPOSAL)**

(Form-I)  
**TECHNICAL PROPOSAL**

FROM: TO:

Sir:

**Subject: Providing Consultancy Service for**\_\_\_\_\_

Regarding: **Technical Proposal**

I/We Consultant/ Consultancy firm herewith enclose  
Technical Proposal for selection of my/our firm/organization as consultant  
for\_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

**(Form-II)**

**NAME OF PROJECT FOR WHICH TECHNICAL AND FINANCIAL  
PROPOSALS HAVE BEEN SUBMITTED**



(Form-III)

**FIRM'S REFERENCES**

**Relevant Services Carried out in the Last five Years Which Best Illustrate Qualifications.**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below:

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Start Date (Month /	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
Name of Association Firm(s) if any :		No. of Months of Professional Staff provided by Associated Firm(s)
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of Actual Services Provided by your Staff :		

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**

(FORM-IV)

CONSULTANT NAME:

**APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE  
ASSIGNMENT**

*The approach and methodology will be detailed precisely under the following topics:*

- 1) Composition of the team with reference to the ToR.
- 2) Methodology for services, surveying, data collection, analysis, design and supervision in responding to the ToR.
- 3) Approach for consultancy assignment with reference to the ToR.

**(Form-V)**

**COMMENTS/ SUGGESTIONS OF CONSULTANT**

**On the Terms of Reference (TORs):**

- 5.
- 6.

(Form-VI)

Composition of the Team Personnel and the task  
which would be assigned to each Team Member

**I. Key Staff**

S.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**II. Support Staff**

S.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
5.			

**(Form-VII)**

**Format of Curriculum Vitae (CV) For Proposed Key Staff**

1. Proposed Position: \_\_\_\_\_
2. Name of Staff: \_\_\_\_\_
3. Date of Birth : \_\_\_\_\_
4. Nationality: \_\_\_\_\_
5. Educational Qualification: \_\_\_\_\_

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

*(Please furnish proof of qualification)*

6. **Membership of Professional Societies:**

7. Publications:

*(List of details of major technical reports/papers published in recognized national and international journals)*

8. **Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).

9. **Summary of the CV**

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

**A) Education:**

Field of Graduation and year

Field of post graduation and year

Any other specific qualification

**B) Experience**

Total experience: \_\_\_\_\_ Yrs.

Responsibilities held: i) \_\_\_\_\_ Yrs.

ii) \_\_\_\_\_ Yrs.

iii) \_\_\_\_\_ Yrs.

Relevant Experience: \_\_\_\_\_ Yrs.

**C) Permanent Employment with the Firm (Yes/No):** If yes, how many years:

If no, what is the employment?

Arrangement with the firm?

10. Details of the current assignment and the time duration for which services are required for the current assignment.

**11. Certification:**

1. I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period of 9 months.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience.

3. I understand that Project Director, Redevelopment Work of Dargah Hazrat Lal Shahbaz Qalandar, Education & Literacy Department, Government of Sindh may initiate debarment proceedings against me if I abandon the assignment before its completion.

**Signature of the Candidate**

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

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

**Signature of the Authorized Representative of the firm**

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

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

**Note:**

i) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

ii) In order to check incorrect inflated bio-data of pay personnel, the client shall verify the details mentioned in CV by writing to the Employer indicated in the CV. The Consultancy firm shall be liable for any incorrect information.

(Form-VIII)

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL**  
**MONTHS (in the Form of Bar Chart)**

Sl. No.	Name	Position	Report Due/ Activities	Months												Number of Months
1															Sub Total (1)	
2															Sub Total (2)	
3															Sub Total (3)	
4															Sub Total (4)	
...																
....																

Field Full: \_\_\_\_\_ Part Time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities: \_\_\_\_\_

Duration: \_\_\_\_\_



**(Form-IX)**

**FIELD INVESTIGATION**

(1st, 2nd etc. are months from the date of assignment)

S.No.	Item of Work / Activities	Months								
1.										
2.										
3.										
4.										
5.										

**COMPLETION AND SUBMISSION OF REPORTS**

<b>S.No.</b>	<b>Reports</b>	<b>Program</b>
1		
2		
3		
4		
5		

**Appendix-II**  
**(Formats for Financial Proposal)**

(Form-I)  
**FINANCIAL PROPOSALS**

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Subject: Providing Consultancy Services for** \_\_\_\_\_

**Regarding: Price Proposal**

I/We Consultant/ Consultancy firm herewith enclose  
Financial Proposal for selection of my/our firm/organization as consultant  
for\_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

**\*The Financial Proposal is to be filled strictly as per the format given in RFP.**

**(Form-II)**

**Format of Financial Proposal**

**Summary of Cost (in Local Currency PKR)**

No.	Description	Amount (in
	Phase I  Feasibility Study Fee (50 %)	
	Phase II	
	I) Bid Documents Preparations and Bid Process Management Fees (25 %)	
	II) Success Fees not until financial close (25%)	
	<b>Subtotal</b>	
	Total cost net of service tax**	
	Service Tax	
	<b>TOTAL COSTS (Including Service Tax)</b>	

\*\* Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation shall be payable during the services

**Cost of Insurances shall not be allowed separately. These will be incidental to main items.**

**Rates for all items shall be quoted in figures as well as in words.**

**Appendix - III**  
**Evaluation Criteria**

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS).

## **1. Evaluation of Technical Proposals**

1.1. The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology and Work Plan, the experience of Key Personnel. Only those Consultants' whose Technical Proposals score 70% marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their technical score. Financial proposals of those bidders who secure less than 70% marks shall be returned un-opened to the firm/consortium.

1.2. The total score of the technical and financial evaluation shall be 100, out of which 70% weight age shall be for the technical and remaining 30% weight age shall be allocated to the financial evaluation.

1.3. The technical proposals shall be assigned marks/ score without weight age (Str) on the basis of the criteria mentioned at 4.1.4. Subsequently, this score shall be scaled up by assigning weightage as mentioned above to this proposal. The final technical score (Stw) shall be calculated in the following manner:  $Stw = Str \times 0.70$ .

## **2. Financial Bid opening**

2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).

2.2 Confirm submission of bid security. In case the security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

2.3 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula.  $S_f = 100 \times (F_{min}/F_f)$

Where  $F_{min}$  = Lowest Total bid fee and  $F_f$  = Total bid fee by the consortium under consideration.

The financial scores thus obtained shall be assigned weightage (30%) and final weighted score will be arrived at.  $S_{fw} = S_f \times 0.30$ ,  $S_{fw}$  is weighted financial score.

### 3. Combined Score

3.1 The combined technical and financial proposal ( $S_c$ ) shall be calculated in the following manner, namely:  $S_c = S_{tw} + S_{fw}$

3.2 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the consultants offering the Best Evaluated Bid shall be declared the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

3.3 The Agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.



## **TERMS OF REFERENCE (TORS)**

## TERMS OF REFERENCE (TORS)

The Consultant or the Consortium would be responsible for the development of following projects:

- 1. Clustering UC Based School Management projects (at least 10 initiatives in Sindh)**
- 2. College Based Management Project (Three Projects in Sindh)**
- 3. Boarding School Management Project (Five Projects)**

### Phase One

A. The Consultant or the Consortium would be responsible for the development of the above three-intervention program as per following parameters:

- i. The Consultant would be responsible to work with the Education Department in identifying the suitable place to select the destination of these initiatives. The Administrative Department would coordinate and facilitate this process while the DCOs would be the focal person for working freely in the pre-select and post-select phases.
- ii. The broad parameters for the development of these projects and identification of the project intervention destination would include, but not limited to:
  - a) Existing enrolment,
  - b) Number of pupils who could be brought into system,
  - c) Most poverty hit area,
  - d) Project Commercial viability,

B. The Consultant has to carry out legal review of the interventions, suggest preliminary institutional arrangements required to oversee these Projects, propose changes in the existing laws, rules and regulations

C. The consultant has also to submit an interim report highlighting above details, along with a Way Forward Report for the remaining consulting period.

D. Consultants are supposed to finalize the above work in first two weeks of the assignment commencement date.

### **Phase Two**

The consultants are to carry out initial Project Feasibility Report in next one-month which would include:

A. Submission of Project Structuring Report (PSR) in respect of each project:

The PSR would include cost estimates, Operation and Maintenance regime, the PPP option, financial model, cost comparison, various GoS intervention options to make the project commercially viable and to ascertain the level of government guarantees/ warrantees required to make the project acceptable to finance parties.

B. Suggest Project Implementation Strategy

C. Development of Economic Viability which clearly demonstrates the convincing argument for such projects.

D. Development of Financial Model in respect of each intervention.

E. Carrying out of Initial Environment Examination (IEE) if required.

F. Preparation of Value for Money (VfM) Report for each project.

G. Preparation of an extrapolate statement to show the positive impact on education in Sindh as a result of these interventions.

### **Phase Three**

The consulting firms would also be responsible for the development of procurement pack in respect of the above interventions with specific reference to:

A. Development of a request for Expression of Interest for investor(s) for different packages as mentioned above.

B. Development of Request for Qualification

C. Preparation of Management Contract which would list all government support and government guarantees upfront to provide equal opportunity to all bidders

- D. Preparation of all annexures which generally include:
- i. Draft IE and IA agreement if project demands these entities along with their scope of work.
  - ii. Project Description.
  - iii. Necessary initial survey reports, architecture reports and designs of the Boarding Schools.
  - iv. Substitution Agreement.
  - v. Performance Standards in respect of each project(s).
  - vi. Format of Bank Guarantee.

#### **Phase Four**

- A. Assist GoS in financial analysis of project and in evaluating and finalizing a viable transaction structure that is offered to private parties for development, taking into consideration the appetite of the Government of Sindh of investing in the project and its expectation of returns.
- B. Assist GoS in stakeholder communication in order to create awareness regarding the projects and seeking feedback on matters that would have an impact on the project during the procurement, development and operations phase.
- C. Develop an outline of detailed project design parameters to be included in the bid documents (RFP).
- D. Develop an outline of operations and maintenance framework that would form part of the bid documents (RFP).
- E. Provide commercial inputs to the legal consultant in drafting of Management Contract(s) under PPP arrangement, to be included in the bid documents (RFP), taking into consideration project risk and related mitigation plans and identifying responsibilities of GoS and private party with respect to the project.
- F. Assist GoS in structuring the transaction and provide inputs to the legal consultant for the transaction in drafting the documents stemming from this structure. In addition to the Management Contract(s), this would include drafting the documents for the Payment Security Arrangement, the documents for the Lenders such as Inter Lender Agreement, Loan Agreement and so on. The payment milestones for debt, equity, government intervention on the basis of best possible sensitivities and the payment security for a rational risk sharing has to be structured and is intrinsic to the above structuring

- G. Assist GoS in finalization of RFP document and Project Information Memorandum to be issued to pre-qualified bidders
- H. Investor Solicitation
- I. Assist GoS in developing a communication strategy for the project to potential investors and other project stakeholders
- J. Assist GoS in developing marketing collateral and attend road shows to market the project
- K. Seek investor interest and feedback on project prior to launch of official solicitation
- L. Preparation of pre-qualification criteria for the EOI, to be approved by education department.
- M. Issuance of formal request for Expression of Interest.

**The consulting firms shall also be responsible for Pre-qualification of bidders**

- A. Conducting evaluation of EOIs based on the criteria to assist the education department in selection of qualifying bidders.
- B. Assistance in communications with pre-qualified parties, issuance of RFP and clarifications
- C. Bid Invitation, evaluation and selection of preferred bidder
- D. Conducting Pre-Bid Sessions with the pre-qualified parties and evaluation of suggestions made by bidders to transaction structuring, project bidding documents and proposed concession agreement.
- E. Providing assistance to Education Department and potential investors in seeking clarifications in respect of the RFP and pre-bid sessions
- F. Providing assistance to Education Department in evaluation of policy decisions required to be made by GoS
- G. Evaluation of bids received in response to RFP
- H. Assistance to Education Department in ranking of the bids

- I. Assistance to Education Department in negotiations with the short listed/  
selected parties
- J. Evaluation of modifications to the bid documents as bidding party
- K. Transaction negotiations and closure
- L. Assist the Education Department in final negotiations with the short-listed party
- M. Assist in the execution of the PPP Agreement between GoS, Special Purpose  
Vehicle (SPV) and the Developer.
- N. Financial Closure and Issuance of Notice to Proceed

## DRAFT INTEGRITY PACT

**DRAFT INTEGRITY PACT**

(to be filled and submitted with Bid documents by Bidding consulting firm)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY THE CONSULTANTS**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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



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

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

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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 PA.

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**[Procuring Agency]**

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**[Consultant]**