



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



ADDENDUM NO. I

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR DEVELOPMENT OF
PUBLIC SCHOOLS PROJECT UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

Reference: RFP notice appeared in dailies Dawn, Nai Baat, and Kawish dated 29th & 31st January 2023, respectively, and posted along with the RFP document on the websites of the Public-Private Partnership Node, School Education & Literacy Department (the 'Procuring Agency') <https://seld-pppn.gos.pk/> or <https://www.pppunitsindh.gov.pk/> and the SPPRA <https://ppms.pprasindh.gov.pk/PPMS/> at ID # T00641-22-0001 for solicitation of Bids from the Eligible Bidders in respect of a feasibility study and transaction advisory services for development of public schools project under public-private partnership mode (the 'Assignment')

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

It is for the information of all the concerned that the Procuring Agency, pursuant to the prospective Bidders' written requests for clarification on the RFP, has issued an addendum to the RFP (the 'Addendum Document No. I') and responses to the prospective Bidders' queries document (the 'Response Document No. I') following the Rules 21(2) & 23(1) of the SPP Rules, read together with ITC Clause-10 of the RFP.

The prospective Bidders may access and download the Addendum Document No. I and Response Document No. I from the websites mentioned above or obtain a copy of the same free of cost from the Procuring Agency's office as per the extended schedule for issuance of the RFP and submission/ opening of the Bids given below:

Issuance of Addendum Document No. I and Response Document No. I	27 th February to 27 th March 2023
Deadline for the submission of the Bids	28 th March 2023 – 14:00 Hrs.
Opening of the Bids	28 th March 2023 – 14:30 Hrs.

All the other terms and conditions set out in the RFP, except those mentioned in the above documents, shall remain the same/ unchanged.

Senior Director

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

Address: Office of PPP Node, SE&LD, C-143, Block-2, Clifton, Karachi.

Phone: +92 2199332446 **Fax:** +92 2134304440 **E-mail:** seld.pppn@gmail.com; ppp.fsta@gmail.com



**GOVERNMENT OF SINDH
PUBLIC PRIVATE PARTNERSHIP NODE
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**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR DEVELOPMENT
OF PUBLIC SCHOOLS PROJECT UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

ADDENDUM DOCUMENT NO. I

27th February 2023

Address: PPP Node, House No. C-143, Clifton Block 2, Opposite Ziauddin Hospital, Karachi.

Website: <http://seld-pppn.gos.pk> **E-mail:** seld.pppn@gmail.com; ppp.fsta@gmail.com

Telephone: +92 21 99332446 **Fax:** +92 21 34304440

IMPORTANT NOTICE

The Addendum to the Request for Proposal Document (the '**Addendum Document No. I**') is in furtherance of the Bidding Process relating to a feasibility study and transaction advisory services for the development of public schools' project under public-private partnership mode (the '**Assignment**'), being conducted pursuant to the Request for Proposal Document dated 01st February 2023 (the '**RFP Document**') following the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

In case of ambiguity, discrepancy, inconsistency, and/ or contradiction between this Addendum Document No. I and the responses to prospective Bidders' queries document dated 27th February 2023 (the '**Response Document No. I**'), this Addendum Document No. I shall prevail.

*Unless expressly specified otherwise, all **capitalized terms** used herein shall bear the meaning ascribed thereto under the RFP Document.*

This Addendum Document No. I is being circulated by the Public Private Partnership Node, School Education & Literacy Department, Government of Sindh (the '**Procuring Agency**'), subsequent to the consultant selection committee's approval, in pursuance of the Instructions to Consultants (ITC) Clause-10.2 of the RFP Document. Neither any of these entities nor their employees, personnel, or 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 Bidding Process for the Assignment, and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Proposals or Bids. Neither any of these entities nor their employees, personnel, agents, consultants, advisors, 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 the RFP Document or otherwise in connection with the Assignment as contemplated herein.

The Proposals or Bids submitted in response to the RFP Document by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the RFP Document, the Addendum Document No. I, and the Response Document No. I (the '**RFP Documents**') and such submission shall be deemed an acceptance to all the terms and conditions stated in the RFP Documents. Any Bid submitted by a Bidder in response to the RFP Documents shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Documents and has independently verified all the information received (whether written or verbal) from the Procuring Agency (including from its employees, personnel, agents, Consultants, advisors and contractors, etc.).

Any Bid in response to the RFP Documents submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid, the Bidder has, after a complete and careful examination, made an independent evaluation of the RFP Documents, scope and requirements of the Assignment, the applicable standards, the Project sites and all information provided by the Procuring Agency or obtained, procured or gathered otherwise, and

has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks, and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the instant Assignment's scope. The Procuring Agency (including its employees, personnel, agents, consultants, advisors, contractors, etc.) makes no representation whatsoever, express, implicit, or otherwise, regarding the accuracy, adequacy, correctness, reliability, and/ or completeness of any assessment, assumptions, statement or information provided by it and the Bidders shall have no claim whatsoever against the Procuring Agency in this regard.

The RFP Documents do not constitute a solicitation for transaction advisory or otherwise participation in the Assignment, nor shall it constitute a guarantee or commitment in any manner on the part of the Procuring Agency that the Assignment's Contract will be awarded. The Procuring Agency reserves its right, in its full discretion, to further modify the RFP Documents and/ or the Assignment 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.

ADDENDUM DOCUMENT NO. I

The Public Private Partnership Node, School Education & Literacy Department, Government of Sindh (the '**Procuring Agency**') hereby issues this Addendum to the RFP Document (the '**Addendum Document No. I**') to set out changes and amendments to the RFP Document previously circulated in respect of the Bidding Process relating to a feasibility study and transaction advisory services for the development of public schools project under public-private partnership mode (the '**Assignment**'), and such changes, amendments, and additions shall stand incorporated in the RFP Document. Notwithstanding anything to the contrary, all relevant provisions of the RFP Document shall stand amended to the extent required to give effect to the matters set out in this Addendum Document No. I. Except as otherwise expressly set out in this Addendum Document No. I, all other provisions of the RFP Document shall remain unchanged.

The following amendments shall stand incorporated in the RFP Document:

SECTION II – INSTRUCTIONS TO CONSULTANTS

ITC References Clauses available in the **Bid Data Sheet** shall stand amended to be read as under:

ITC Reference	Description
ITC 2.5	<p>The Procuring Agency to provide facilities/ inputs including:</p> <ul style="list-style-type: none"> • Access to the relevant reference documents or information, including PC-I and project's procurement document as available; • Access to the Project sites as part of this Assignment; • Feedback and approvals on relevant reports from time to time; • Any other support needed for the smooth execution of the Assignment.
ITC 9.1	The bid validity period shall be ninety (90) days effective from the Technical Bids' opening date, valid until 25th June 2023 .
ITC 16.4	<p>For Bids submission and opening purposes only, the Procuring Agency's address is:</p> <p>Attention: Senior Director, Public Private Partnership Node, School Education & Literacy Department, Government of Sindh</p> <p>Address: H. No. C-143, Clifton Block 2, Opp. Ziauddin Hospital</p> <p>City: Karachi</p> <p>Phone No: +92 21 9932446 Fax No.: +92 21 34304440</p> <p>E-mail: seld.pppn@gmail.com; ppp.fsta@gmail.com</p> <p>The deadline for proposals submission and opening is:</p> <p>Date: 28th March 2023</p> <p>Time: 14.00 Hrs. and 14.30 Hrs. (for submission and opening of the Bids, respectively)</p>

Bidders shall not have the option to submit Bids electronically. However, a Bidder, in case of a query or seeking further clarification or information relating to the RFP, may communicate via email to the Procuring Agency.

ITC 18.1 **Eligibility Criteria:** The eligibility criteria, *inter-alia*, shall be read as
ITC 13.1 under: -
ITC 6.1
ITC 2.2 • **Experience:** Bidder (in case of Consortium, Technical Member)

must have completed at least three (3) assignments relating to a feasibility study or master planning or detailed design projects for the construction of infrastructure¹ and/ or social infrastructure² development projects with each assignment's minimum contract value of PKR 10 million or each project's minimum cost of PKR 500 million, during the last fifteen (15) years;

Note: *The remaining eligibility criteria, as mentioned in the RFP, shall remain the same/ unchanged. The Bidder (individual firm or Consortium as the case may be) must qualify all of those RFP requirements, including the above, for further assessment, i.e., technical evaluation and marking.*

¹ Infrastructure development project includes canals, dams, power generation, water resources, sewerage or drainage, bridge, highway, motorways, communication, power, aviation, railroad, road, waste, tourism, or urban development project, etc.

² Social infrastructure development project includes healthcare (medical facilities, ancillary infrastructure, etc.) and education (schools, universities, educational block, student accommodation, hostel and related infrastructure), housing, and office building projects, etc.

Technical Evaluation Criteria (ITC 18.1)		Max Points	
Sr.	Sub-Criteria and Points		
1.	Firm's experience (Max. Points = 55)		
	Note:		
	i. Points will be assigned only once for the same project/ assignment or same milestone completed by more than one Consortium member firm. Furthermore, if a milestone is completed or achieved through a Consortium member firm (for instance: a legal or financial firm), the points will be assigned to that Consortium member firm only, subject to that firm's participation as a Consortium member under instant procurement;		
	ii. Project(s)/ assignment containing various milestones of a similar or varied nature under a single project/ assignment will be considered separately for awarding the points;		
	iii. Bidders' experience will be considered for completed milestones of projects/ assignments under public or private sector organizations unless expressly specified otherwise;		
	iv. Bidders' experience to the extent of PPP projects/ assignments (as at 1.2.4 & 1.2.5) will only be considered for public sector clients, i.e., the completed milestone counterparty or client must be a public sector organization as verified from the contract documents;		
	v. Scores will be awarded to a Bidder based on milestones achieved for a project/ assignment as verifiable from the Bidder's submitted document, i.e., work order/ contract agreement (with a clear scope of work) and completion certificate or any other substantial evidence against it;		
vi. For completion of projects/ assignments other than the PKR, the historical exchange rate prevailing on the completion date of the respective milestone will be used to convert foreign currency into PKR, as notified by the State Bank of Pakistan;			
vii. For the purpose of assigning points for the projects/ assignments completed, it shall be assigned only once in the respective category, i.e., either general or relevant experience, as passing the criteria mentioned thereunder; and			
	1.1 General Experience (Maximum Points = 15)		
	1.1.1 Bidder's (in case of a Consortium, technical members) experience in planning or designing for construction or rehabilitation or expansion of any infrastructure development projects, with each assignment minimum contract value of PKR 10 million or project's minimum estimated value of PKR 1000 million completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.2 Bidder's (in case of a Consortium, technical members) experience in conducting feasibility or technical due diligence for infrastructure development projects with each assignment minimum contract value of PKR 10 million or project's minimum estimated value of PKR 1000 million completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.3 Bidder's (in case of a Consortium, technical members) experience in conducting initial environmental examination and/ or environmental impact assessment studies for any infrastructure development projects, with each assignment's minimum contract value of PKR 5 million or project's minimum estimated value of PKR 1000 million completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.4 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (bid document and draft agreement, etc.) for any infrastructure or social infrastructure development or EPC or turnkey projects, with each assignment's minimum contract value of PKR 5 million or project's minimum estimated value of PKR 1000 million completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.5 Bidder's (in case of a Consortium, financial member) experience in developing the financial model and/ or project structuring for any infrastructure or social infrastructure development or EPC or turnkey projects, with each assignment's minimum contract value of PKR 5 million or project's minimum estimated value of PKR 1,000 million, completed during the last fifteen (15) years [1 point for each project]	3	
	1.2 Relevant Experience (Maximum Points = 40)		
	1.2.1 Bidder's (in case of a Consortium, technical members) experience in planning	15	

	<p>viii. Bidders shall attach supporting documents/ evidence of experience and indicate such reference within the checklist submitted along with the Technical Proposal.</p>	<p>or designing for construction or expansion of social infrastructure development projects, with each assignment's minimum contract value of PKR 15 million or project's minimum estimated value of PKR 1000 million completed during the last fifteen (15) years [3 points for each project]</p>							
		<p>1.2.2 Bidder's (in case of a Consortium, technical members) experience in conducting feasibility or technical due diligence for construction of social infrastructure development projects, with each assignment's minimum total contract value of PKR 15 million or project's minimum estimated value of PKR 1500 million completed during the last fifteen (15) years [2 points for each project]</p>	6						
		<p>1.2.3 Bidder's (in case of a Consortium, technical members) experience in conducting environmental impact assessment studies (as per the national safeguard policies and/ or requirements of IFIs) for construction of infrastructure or social infrastructure development projects, with each assignment's minimum contract value of PKR 5 million or the project's minimum estimated value of PKR 1500 million completed during the last fifteen (15) years [2 points for each project]</p>	4						
		<p>1.2.4 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package [RFP and draft PPP agreement (including key performance indicators and risk sharing)] for infrastructure and/ or social infrastructure development projects under the PPP modality, completed during the last fifteen (15) years [3 points for each project]</p>	9						
		<p>1.2.5 Bidder's (in case of a Consortium, financial member) experience in developing the financial model and project structuring for infrastructure and/ or social infrastructure development projects under the PPP modality, completed during the last fifteen (15) years [2.0 points for each project]</p>	6						
Total Points (General and Relevant Experience)			55						
2.	<p>Key Professional Staff (Max Points = 32)</p> <p><i>Note: The proposed staff (Financial, Technical, and Legal) must qualify (eligibility) the following requirements for attaining the points as mentioned in this section (refer</i></p>	<p>2.1 Financial Team:</p> <table border="1" data-bbox="902 1278 2040 1361"> <tr> <td data-bbox="902 1278 987 1318" style="text-align: center;">i.</td> <td data-bbox="987 1278 1850 1318">Financial Team Leader</td> <td data-bbox="1850 1278 2040 1318" style="text-align: center;">3.0 points</td> </tr> <tr> <td data-bbox="902 1318 987 1361" style="text-align: center;">ii.</td> <td data-bbox="987 1318 1850 1361">Project Finance Specialist</td> <td data-bbox="1850 1318 2040 1361" style="text-align: center;">2.0 points</td> </tr> </table>	i.	Financial Team Leader	3.0 points	ii.	Project Finance Specialist	2.0 points	5
i.	Financial Team Leader	3.0 points							
ii.	Project Finance Specialist	2.0 points							

<p>to the table showing weightage points allocated to each staff based on qualification and relevant experience):</p> <p>i. S/he must not be more than 70 years of age as of the bid submission deadline; and</p> <p>ii. S/he must have valid registration with the professional bodies, i.e., PEC, ICAP, and PCATP and/ or as applicable under the relevant laws or general by-laws of the respective country (the proposed staff registration number with respective regulatory bodies, where applicable, be mentioned in the CV);</p> <p>iii. S/he must attain the minimum points or meet the minimum qualification criteria mentioned in the score table.</p>	2.2 Technical Team:		14	
	i.	Technical Team Leader/ Senior Engineer		3.0 points
	ii.	Structural Design Engineer		1.5 points
	iii.	Infrastructure Engineer		1.5 points
	iv.	Civil Engineer		1.5 points
	v.	Quantity Surveyor		1.5 points
	vi.	Material Engineer		1.5 points
	vii.	Architect		1.5 points
	viii.	Environmental Expert		1.0 points
	ix.	Social Safeguard Specialist		1.0 points
2.3 Education Team:		8		
i.	Education Team Leader		3.0 points	
ii.	Education Specialist (Curriculum Research & Management		2.5 points	
iii.	Education Technology Specialist (STEM/ Ed-Tech)	2.5 points		
2.4 Legal Team:		5		
i.	Legal Team Leader		3.0 points	
ii.	Legal Expert	2.0 points		
Total Points (Key Professional Staff)			32	
3. Financial Capability (Max. Marks = 4)	3.1 Average annual turnover of last three (3) years		4	
<p><i>Note: Bidder (in the case of Consortium, each member) shall submit audited financial statements of the last three years. However, In the case of a Consortium, the consortium members' financial capability will be considered/ calculated collectively for the points.</i></p>	i.	≥ PKR 400 million		4.0 points
	ii.	≥ PKR 250 million and < PKR 400 million		3.0 points
	iii.	≥ PKR 100 million and < PKR 250 million		2.0 points
	4.1 Understanding of the Assignment		2	
4. Understanding of the Assignment and Proposed Methodology (Max. Marks = 9)	4.2 Proposed Methodology with Work Plan containing pragmatic approaches toward achieving the Assignment's desired objectives and targeted milestones set in TOR within the stipulated timeline			7
Total Points (Financial Capability plus Understanding of the Assignment and Proposed Methodology)			13	
Grand Total Points (Technical Evaluation Criteria)			100	
Qualifying Points			70	

Note: Bidder (individual firm or Consortium) **must attain at least 70 points** to qualify for the opening of its Financial Proposal.

Key Professional Staff (Points Weightage Assigned to Each Individual based on Qualification and Experience)						
Sr.	Key Professional Staff	Maximum Weightage (Qualification 25% and Relevant Experience 75%)				
1.	Financial Team	Qualification	Weight	Relevant Experience		Weight
1.1	Financial Team Leader	CA/ CFA/ ICMA/ ACCA/ MBA Finance or equivalent	25%	≥ 10 years of experience in infrastructure and/ or social infrastructure-related transaction advisory services		75%
		Bachelor in Finance/ Accounting/ Business Administration or equivalent	15%	≥ 7 years and < 10 years		60%
				≥ 5 years and < 7 years		40%
				≥ 3 years and < 5 years		20%
1.2	Project Finance Specialist	CA/CFA/ICMA/ACCA/MBA or equivalent	25%	≥ 10 years of experience in developing financial models/ financial structuring for infrastructure and other development projects		75%
		Bachelor in Finance/ Accounting/ Business Administration or equivalent	15%	≥ 7 years and < 10 years		60%
				≥ 5 years and < 7 years		40%
				≥ 3 years and < 5 years		20%
2.	Technical Team					
2.1	Technical Team Leader/ Senior Engineer	Master in Civil Engineering/ Architecture/ Construction Management or equivalent	25%	≥ 20 years of experience in planning, designing and leading or executing infrastructure and/ or social infrastructure development projects		75%
		Bachelor in Civil Engineering/ Architecture/ Construction Management or equivalent	15%	≥ 15 years and < 20 years		60%
				≥ 10 years and < 15 years		40%
				≥ 7 years and < 10 years		20%
2.2	Structural Design Engineer	Master in Structural Engineering or equivalent	25%	≥ 15 years of experience in structural design of buildings construction projects		75%
		Bachelor in Civil Engineering	15%	≥ 10 years and < 15 years		60%
				≥ 7 years and < 10 years		40%
				≥ 5 years and < 7 years		20%
2.3	Infrastructure Engineer	Master in Civil Engineering/ Architecture/ Construction Management or equivalent	25%	≥ 15 years of experience in planning, designing, and overseeing construction and/ or maintenance of building structures and infrastructure		75%
		Bachelor in Civil Engineering	15%	≥ 10 years and < 15 years		60%

				≥ 7 years and < 10 years	40%	
				≥ 5 years and < 7 years	20%	
2.4	Civil Engineer	Master in Civil Engineering/ Construction Management or equivalent	25%	≥ 15 years of experience in preparing and assessment of plans, schedules, budgets, and bill of quantities relating to infrastructure development projects		75%
				Bachelor in Civil Engineering	15%	
		≥ 7 years and < 10 years	40%			
		≥ 5 years and < 7 years	20%			
2.5	Quantity Surveyor	Bachelor/ B-Tech in Civil Engineering category	25%	≥ 15 years of experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payments certificates relating to infrastructure and/ or social infrastructure projects		75%
				DAE in Civil Engineering	15%	
		≥ 7 years and < 10 years	40%			
		≥ 5 years and < 7 years	20%			
2.6	Material Engineer	Master in Geology or equivalent with Bachelor in Civil Engineering/ Geology or equivalent	25%	≥ 15 years of experience in engineering designing and testing material specifications of infrastructure and/ or social infrastructure construction projects		75%
				Bachelor in Civil Engineering/ Geology or equivalent	15%	
		≥ 7 years and < 10 years	40%			
		≥ 5 years and < 7 years	20%			
2.7	Architect	Master in Civil Engineering/ Architect/ Town Planning/ Urban Planning or equivalent	25%	≥ 15 years of experience in planning, designing, managing design and constructing social infrastructure projects		75%
				Master in Civil Engineering/ Architect/ Town Planning/ Urban Planning or equivalent	15%	
		≥ 7 years and < 10 years	40%			
		≥ 5 years and < 7 years	20%			
2.8	Environmental Expert	Master in Environmental Engineering or Environmental Sciences/ Management or equivalent	25%	≥ 12 years of experience conducting various environment-related assessment studies for infrastructure and/ or social infrastructure projects		75%
				Bachelor in Environmental Engineering/ Environmental Sciences or equivalent	15%	
		≥ 7 years and < 10 years	40%			
		≥ 5 years and < 7 years	20%			
2.9	Social Safeguards	Master in Social Sciences or	25%	≥ 12 years of experience conducting studies pertaining to		75%

	Specialist	equivalent		social aspects such as baseline/demographic studies, involuntary resettlement studies and plans, as per national/ provincial guidelines or IFIs standards.	
		Bachelor in Social Sciences or equivalent	15%	≥ 10 years and < 12 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
3.	Education Team				
3.1	Education Team Leader	Ph.D. in Education or equivalent	25%	≥ 20 years of experience in leading, strategic planning, and managing the education institute(s)	75%
		M.Phil./ Master in Education or equivalent	15%	≥ 15 years and < 20	50%
				≥ 10 years and < 15 years	30%
3.2	Education Specialist (Curriculum Research & Management)	Ph.D. in Education or equivalent	25%	≥ 20 years of experience in educational leadership and management and/or education policy development and research	75%
		M.Phil./ Master in Education or equivalent	15%	≥ 15 years and < 20	50%
				≥ 10 years and < 15 years	30%
3.3	Educational Technology Specialist (STEM/ Ed-Tech)	Master in Education Technology/ Information & Communication Technology/ Project Management or equivalent	25%	≥ 10 years of experience in education technology development or implementation and/ or experience leading the implementation of education technology initiatives or digital education technology providers.	75%
		Bachelor in Education Technology/ Information & Communication Technology/ Project Management or equivalent	15%	≥ 7 years and < 10	60%
				≥ 5 years and < 7 years	40%
4.	Legal Team				
4.1	Legal Team Leader	LLM/ Bar at Law or equivalent	25%	≥ 10 years of experience in legal advisory on PPP Projects	75%
		LLB equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
4.2	Legal Expert	LLM/ Bar at Law equivalent	25%	≥ 10 years of experience in drafting procurement documents, including EOIs/ RFQ/ RFP/ PPP agreements/ EPC contracts/ agreement negotiations	75%
		LLB equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%

			≥ 3 years and < 5 years	20%
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SECTION IV – FINANCIAL PROPOSAL³

Form FIN-2. Summary of Costs shall stand amended to be read as under:

Item No.	Description of Services	Costs (In PKR)
1.	Phase I – Transaction Preparation <ul style="list-style-type: none"> • Inception Report • Technical Feasibility Report • Environmental and Social Impact Assessment (ESIA) • Economic and Financial Viability Assessment Report • Legal, Institutional & Regulatory Assessment Report • Market Assessment Report • PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report 	
2.	Phase II: Transaction Implementation <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
3.	Phase III: Transaction Negotiation & Financial Close <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession • Financial Close 	
Total Cost of Financial Proposal (inclusive of all the taxes)⁴		

³ The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

⁴ Total cost must be inclusive of all applicable taxes as payable by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

SECTION V – TERMS OF REFERENCE

Terms of Reference shall stand amended to be read as under (**updated considering the Bidder’s queries/ comments and Assignment’s scope**):

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Public Private Partnership Node, School Education & Literacy Department, Government of Sindh
Assignment Title	Feasibility study and transaction advisory services for development of public schools’ project under public-private partnership mode
Assignment Description	Under this Assignment, the Consultant shall require to undertake the activities in three dependent and sequential phases, which include: <i>i. Transaction Preparation, ii. Bid Management; and iii. Transaction Negotiation & Achievement of Financing Close</i> subject to the approval of Competent Authority, i.e., PPP Policy Board, at each phase. The initial phase shall require the Consultant to review institutional & regulatory framework, undertake technical, financial, economic & legal viability assessments, including reviewing the project-related documents as already approved by the Government from time to time, conduct conditional analysis of the physical infrastructure, market assessment, and then conceptualize plans with PPP option analysis (need analysis, cost & benefit analysis, breakeven analysis, value for money), etc. Subsequently, upon satisfactory completion of the first phase, the Consultant will require to develop a marketing strategy to sensitize potential investors’ participation in the bidding process for each public school, assist the Procuring Agency while undertaking procurements, including biddings, transaction negotiations, and then achieving financial closures/ satisfaction of conditions precedents at the end of Assignment as further detailed in the TOR’s Assignment Scope .
Contract Duration	Sixteen (16) months
Contract Type	Lump-sum or fixed
Procurement Framework	Sindh Public Procurement Act, 2009, including Rules, Regulations, Orders or Instructions framed thereunder.
Market Approach	National competitive bidding
Selection Method	Quality cost-based selection
Commencement Date (Expected)	12 th June 2023 or immediately after signing the Contract.

1. PROJECT BACKGROUND

School Education & Literacy Department, Govt. of Sindh, is responsible for providing equal opportunity of quality education to all children and the youth of Sindh to realize their full potential and contribute to the development of society and economy, creating a sense of nationhood and inculcating values of tolerance, social justice and democracy. Given its vision, the department is increasing equitable access to quality early childhood, primary and secondary education to promote social cohesion and to provide greater opportunities for learning, participation and 21st-century skills to marginalized groups, particularly girls and women. Moreover, the department is strengthening governance and service delivery by improving the performance capacity at all levels.

To infuse the education sector's efficiencies and share responsibilities with the private sector organizations, the department has taken many initiatives and reforms through various projects under the public-private partnership mode that include the Education Management Organization Project, Teachers Training Institute Project, Non-Formal Education Project, Government Elementary Schools (JICA Assisted Schools) Project, etc., which are currently in the feasibility or operational stage. The projects under the operational or execution phase significantly serve the children and future teachers of the province of Sindh and assist the Government in achieving sustainable development goals.

To further strengthen the projects pipeline, the department has conceived a project for the development of four (4) public schools located in districts Matiari, Sanghar, Tando Muhammad Khan, and Tando Allahyar under the public-private partnership modality, with the primary objectives of developing these as model schools on a self-sustained and self-sufficient basis or minimal subsidized model, as applicable based on the Assignment's overall outcomes, that would ultimately be advantageous for local and surrounding communities in providing quality education in benchmark with industry's best practices through the credible private organizations (the 'Project').

These public schools concept papers, including PC-I, were initially prepared/ approved more than a decade ago under the annual development program scheme and subsequently revised/ approved by the competent fora from time to time to cater to the needs and demands for unforeseen aspects, including change in scope and/ or cost and/ or time, to complete the project's infrastructure and revenue component work. Currently, the Project's documents envisage the physical infrastructure work progress in public schools as under, *which is subject to confirmation of technical inspection or further assessment and conditional analysis of the infrastructure work as an integral part of the Assignment:*

Sr.	District	Overall Physical Progress
I.	Matiari	70%
II.	Sanghar	95%
III.	Tando Muhammad Khan	84%
IV.	Tando Allahyar	67%

Note: The overall progress work mentioned in percentage is indicative as received by the Procuring Agency from the end user. The prospective Bidders are advised to

conduct the Project's site visit to ascertain Project's component-wise actual physical infrastructure work completed before submitting Bid to the Procuring Agency.

These public schools, each spread over an area of around 50 acres, were initially planned to be equipped with infrastructure facilities, including boarding school facilities, to cater to the accommodation demands of surrounding areas students. The school-wise summary of the infrastructure being provided therein is given below:

Sr.	Infrastructure Description	Matari	Tando Mohd. Khan	Tando Allahyar	Sanghar
I.	No. of rooms in Academic/ Admin Block	28	33	52	30
II.	IT Department	✓		✓	✓
III.	Students Hostel	✓	✓	✓	✓
IV.	Students Dinning Hall	✓		✓	✓
V.	Principal Residence	✓	✓	✓	✓
VI.	Staff Residence	✓	✓	✓	✓
VII.	Mosque & Imam Residence	✓	✓	✓	✓
VIII.	Student Canteen	✓	✓	✓	✓
IX.	Overhead Tanks	✓	✓	✓	✓
X.	Underground Tank	✓	✓	✓	
XI.	Pump House	✓	✓	✓	✓
XII.	Auditorium Hall	✓	✓	✓	✓
XIII.	Compound Wall	✓	✓	✓	✓
XIV.	Cricket Ground	✓	✓	✓	✓
XV.	Mini Market				✓
XVI.	Clinic				✓

It is envisaged that the Project can provide a broad scope of educational services to run the classes from nursery to higher secondary level as well as professional courses, depending upon the Project's independent assessment and its results/ outcomes drawn from the Assignment's feasibility study (technical, financial, legal, economic, social, environmental, and other parameters, including the Project's anticipated and potential beneficiaries and their ability and willingness to pay).

2. PROJECT CONCEPTUALIZATION AND OBJECTIVES

The proposed project conceived by the School Education & Literacy Department aligns with its strategic objectives to provide quality education to all. The department and the Procuring Agency aim to develop project's schools as model schools on a self-sustained and self-sufficient basis, or with a limited subsidized model during the project's defined period, that would ultimately be advantageous for local and surrounding communities in providing quality education with industry's best practices in a sustainable manner through credible private sector organization (the 'Project')

Initially, the department, through the PPP Unit of the Finance Department, submitted the Project proposal before the PPP Policy Board, which accorded approval to access the project development facility funding for engaging an outsourced firm to undertake the Project's feasibility considering the Project's preparation and other parameters as provided under Section 5 of the Sindh PPP Act, 2010.

In this regard, the Public Private Partnership Node, School Education & Literacy Department, Government of Sindh (the '**Procuring Agency**'), being the Project's implementing agency, now invites the sealed proposals from the Eligible Bidders or Consultants (individual firms or Consortia, as the case may be) to conduct the feasibility study and provide the transaction advisory services for the development of public schools project under public-private partnership mode (the '**Assignment**') in accordance with the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

3. ASSIGNMENT SCOPE

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

3.1. Phase I – Transaction Preparation: Specific objective of this phase is to conduct technical, financial, and legal due diligence, carry out a preliminary survey of infrastructure/ facilities (conditional analysis), required interventions, refurbishment, rehabilitation, undertake baseline surveys, review the existing mechanism and national/ international models through which public schools and model schools are being run, prepare conceptual plans and conduct feasibility assessment, develop & evaluate/ prioritize various options to achieve the Project objectives, the introduction of technology in education (Ed-Tech), adoption of modern pedagogy, skills development training/ courses, identification of possible revenue generation streams, fee structure and provide a clear cut way forward to the Government, concerning planning, institutional arrangement, transaction structure, financial viability, and socio-economic & environmental viability, etc. for the proposed Project development.

Consultants shall collect relevant data from all concerned departments, district administration, other relevant authorities, utility agencies, record of ongoing litigations and other relevant/ pertinent information that may become useable in later stages of the works or the Project development and preparation documents. Based on the acquired data and survey undertaken, the Consultant shall check the Project's viability and prepare transaction with the most preferred option for undertaking and marketing the Project. The reports, submitted from time to time, shall also fully capture the information as necessary or available with the Procuring Agency in the form of previous studies/ reports (such as pre-feasibility, PC-I, revised PC-I, and other studies or reports concerning the Project completed so far).

The feasibility shall include but not limited to the following components:

3.1.1 Inception Report: The Consultant under this stage would be required to provide work breakdown structure, schedules with timelines along with

critical milestones and methodology, team details, logistics plans, requirements from the Procuring Agency, and anticipated issues of the initiation of work for the Project. The report shall be prepared after conducting a detailed visit of the Project's sites by the successful Bidder's Key Professional Staff and the Procuring Agency's representatives. However, the Consultant shall prepare a detailed analysis and plans for the Project's existing and proposed infrastructure facilities during the technical feasibility.

3.1.2 Technical Feasibility Study: This shall require the Consultant to conduct the activities, which include but is not limited to the:

A. Technical Due Diligence

- i. Carry out preliminary surveys/tests of infrastructure/ facilities and material for preparing the required interventions, which may include refurbishment, refurbishing, upgrading, additional facilities, and/ or identify the procuring of material/ resources (including furniture, hardware, equipment, etc.) required for the rehabilitation and operation of the facilities:
 - o Component-wise conditional analysis
 - o Destructive and non-destructive structural tests for the analysis/ determination of the healthiness and life of the existing structures;
- ii. Conduct a topographic survey and land assessment (component-wise details containing planned, completed, remaining or required facilities)
 - o Utilities (electricity, gas, and water) planned, installed, and required;
 - o Sewerage and drainage infrastructure system;
 - o Solid waste management system;
 - o Condition of underground water tanks and overhead water tanks;
 - o Propose action plans and/ or replacement of the existing utilities or material, if required;
- iii. Review of all material/ documents, including construction drawings, maps, work plan, completion status, procurement, and contract-related documents, or any other departmental studies/ reports;
- iv. Review status of work in progress and budget allocated for the Project's schools during previous and current financial years under ADP schemes;
- v. Conduct sample-based, desk, and visual surveys/ market analysis in the district and catchment area to determine optimum enrollment;
- vi. Conduct surveys/ studies/ investigations of the Project's area following a hydrological study, geotechnical investigation, and geohazards studies for additional proposed infrastructure facilities based on the Project's objectives; and
- vii. Review the successful models of similar nature to the Project that could be adopted for the successful implementation of this Project to achieve the intended outcomes and objectives.

B. Outputs based on the Technical Due Diligence

- i. Prepare school-wise conditional analysis report depicting the physical work performance, their conditions, and gaps between planned and actual works in comparison with the Project's documents;

- ii. Prepare complete preliminary drawings, layout plans, utilities plans, and cost estimates for additional facilities proposed to be constructed and upgrading of existing structures for each school, separately, based on the survey data, the successful models, and the Project's objectives;
 - o Waste management system/ location must be planned and selected in a manner that the relevant authorities may collect the overall waster material of the schools;
 - o Preliminary designs shall mention sewerage infrastructure system to avoid any disorders during the Project's lifecycle;
 - o Utilities planned, available or installed, and remaining or required work;
- iii. Prepare and submit a detailed plan leading to the Project implementation;
- iv. Specify the required quality, quantity, and specifications of furniture, electrical equipment, science and computer lab equipment, alternative energy generation, and other material/ supplies, and technological interventions required, or additional facilities that could be provided for the optimum number of students enrollment and to attain Project's objectives;
- v. Specify the required quality, quantity, and specifications of furniture, electrical equipment, science and computer lab equipment, alternative energy generation, and other materials/ supplies required for other revenue sources identified during the feasibility study;
- vi. Calculate the required number, qualification, and experience of teaching and non-teaching staff required and propose a recruitment mechanism that ensures sustainability;
- vii. Draft a suitable operating and administrative policy/model to overcome issues that hinder quality education in government schools;
- viii. Plan for continuous professional development of teachers throughout the project life;
- ix. Devise a strategy to adopt modern pedagogy;
- x. Devise a strategy to implement technology-based learning (Ed-tech) and STEM education;
- xi. Suggest possible revenue-generating streams, including fees from students, hostel, mess, rental of the auditorium on commercial terms, professional development courses, sports facilities, gymnasium, events, collaborations, and other sources;
- xii. Suggest extracurricular activities, co-curricular activities, skill development training, and regular study;
- xiii. Submit innovative ideas to ensure maximum utilization of project facilities;
- xiv. Prepare a workable business model, which shall include, but not be limited to, the implementation methodology, scope of the overall Project, including the scope of work of private partner(s), roles and responsibilities of the Government, and KPIs for a private partner(s) to be engaged for executing the Project;
- xv. Identify expert organizations willing to support project implementation and maintain its quality in various areas, such as curricula, teaching & learning materials (textbooks & teacher guides), and systems for training, assessment, certification, and data management.

C. Environmental and Social Impact Assessment (ESIA)

Note: Before commencing the ESIA study, the Consultant shall conduct the screening and categorization of the Project (by using ADB's standard Rapid Environment Assessment (REA), Indigenous People (IP), and Involuntary Resettlement (IR) checklists) to ascertain the environmental category and subsequent environmental study that needs to be conducted to fulfill the ADB and/or other applicable International Financial Institutions (IFI) standards. The ESIA study needs to be carried out by the Consultant with the scope of activities not limited to the following:

- i. Conduct the ESIA study of the Project while considering all environmental and social aspects of the Project, as per national/ provincial laws/ guidelines and requirements of IFIs;
- ii. Identify and assess the positive socio-economic impacts of the Project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
- iii. Identify and assess adverse socio-economic impacts such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;
- iv. Determine whether the Project has negative impacts on particular categories of stakeholders, such as women and ethnic minorities;
- v. Highlight factors impacting the Project during the procurement, development, and operations phases;
- vi. Recommend mitigation measures such as special institutional arrangements, arrangement of alternative residences for affected societies, and modifications in Project design;
- vii. Estimate the cost of the recommend mitigation measures;
- viii. Through effective Stakeholders Consultations, identify key stakeholders of the Project;
- ix. Conduct stakeholder consultation for awareness and feedback;
- x. Recommend mechanisms for the continued involvement of key stakeholders in monitoring and evaluating Project impacts during implementation and operation.

D. Financial Viability Assessment

- i. Viable Transaction Structure:
 - o Conduct cost and benefit analysis;
 - o Prepare viable transaction structures for implementation of the Project;
 - o Identify possible Government support, both financial and others, that may be required for the Project;
 - o Survey and recommendations regarding effective market value incentives/ subsidies to private partners for operational cost;
 - o Explain the rationale and form of viability gap funding (if any);
 - o Ability for willing to pay and expected revenue generation within the Project's proposed concession period;
 - o Based on the financial modeling, the consultants should determine the appropriate fee structure and other possible revenue for the Project in

the feasibility study. The fee structure should balance the following objectives and factors against each other:

- Stipulated service standards and associated costs;
- Willingness and ability to pay;
- Need for and availability of subsidies.

ii. Financial Model:

- Develop financial models of the Project covering projected revenues and costs estimates of construction/development (EPC), Non-EPC, interest during construction, and operations & maintenance cost estimates over the life of the Project;
- Must cover the entire term of the proposed concession agreement;
- Financial model must be properly constructed in a standard spreadsheet program such as MS Excel":
 - Model should be detailed in terms of fixed and variable costs, direct and indirect costs, and overheads. It should include calculations for tax and insurance. It should allow calculations of payback periods and may be able to conduct sensitivity analysis for any items needing it. And should be flexible for indexation to items related to CPI (base CPI/ WPI must be specified for evaluation); also, any adjustments or deductions for performance can be easily calculated with linkage to KPIs.
- Inputs and assumptions may include:
 - Inflation, discount rate, and tax rates;
 - Insurance and fees as applicable;
 - Construction data such as initial capital expenditures over period;
 - Future capital expenditures, both maintenance and growth-related;
 - Residual value of capital assets at the end of the concession period, constituting a revenue of the Project;
 - Funding levels and types such as equity, loans, and subsidies, if applicable;
 - Financial data such as the terms of the various financing instruments, if applicable;
 - Recurrent operating and maintenance costs;
 - Recurring administrative costs;
 - Operating revenues with the underlying data such as demand forecasts and user charges;
- Sheets with cash flow statement, profit and loss account, and balance sheet of the Project company;
- Results and summary sheets demonstrating the impact of different assumptions on the Project cash flow. The results should be presented in the form of the following financial indicators (where applicable):
 - Project internal rate of return (IRR)
 - Equity IRR
 - Debt service cover ratio, which shows the project company's ability to repay debt from its annual cash flow
 - an occasional shortfall of cash
 - Other applicable/ relevant ratios or indicators;
- The Consultant should prepare a manual so that the model can be used throughout the PPP process to continually assess the impact of

- different pricing, financing, and service scenarios, update or confirm decisions about project structure; and
- The financial model should allow sensitivities and scenario analysis based on various parameters.

E. Options Analysis

- i. PPP Options Analysis:
 - List all reasonable options available;
 - Needs analysis, cost & benefit analysis, breakeven analysis;
 - Evaluate the advantages and disadvantages of each option, together with its risks, benefits, and potential impacts for each option;
 - Assess which options are likely to attract private sector investment;
 - Recommend the preferred option with its impact on the financial viability, financial model, and transaction structuring;
- ii. Project Risks:
 - Identify the project risks;
 - Make an assessment of each risk;
 - Allocation of each risk to the party that can be best able to manage it;
 - Develop risk matrix;
 - Comment on project viability under PPP modality;
- iii. Economic Analysis:
 - Thorough analysis of the viability of the proposed Project, including a complete economic analysis, identifying economic risks associated with the Project, and undertaking sensitivity and risk analysis;
 - Value for Money analysis based on public sector comparator model;
 - Comprehensive economic cost-benefit analysis,
 - Identify contingent costs and risks;
 - Economic IRR;
 - Sensitivity and scenario analysis with impact on payback and IRR.
- iv. Demand-Supply Analysis:
 - Conduct demand and affordability analysis
- v. Legal and Regulatory Assessment:
 - What laws, rules, and regulations will be involved in the Project implementation;
 - What kind of approvals (district, provincial, and/or federal will be required in the Project implementation;
 - Prepare draft bills, rules, and regulations or any amendments in existing laws, rules, and regulations, if required for the implementation of the Project;
 - Identify sector institutions and government entities relating to the Project;
 - Examine legal limitations on the development of public schools on a public-private partnership modality (with a user-pay) basis in Pakistan, with a particular emphasis on the following:
 - permissibility of undertaking commercial activities at public schools;
 - imposition of students' fees relating to admission or enrollment process;
 - generation of revenue from the overall proposed education interventions to ensure a self-sustained and self-sufficient model;

- With respect to the above, the Consultant shall submit a legal opinion considering all the applicable laws, also taking into account case laws, with its legal assessment or feasibility report.

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

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

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

- i. Develop a marketing and communication strategy for each Project separately to sensitize potential investors and other project stakeholders;
- ii. Sensitize potential operators and financiers for the Project and seek their feedback for incorporation in the Project structures;
- iii. Seek operators' interest/ feedback on the Project prior to the launch of official solicitation;
- iv. Arrange investor conferences/ road shows and visits to market the Project;
- v. Assist the Procuring Agency in establishing a data room which will include all the relevant documents and information on the Project for private party(ies) or investors' due diligence;
- vi. Provide input on marketing documents and support in marketing efforts;
- vii. Devise quantitative and qualitative KPIs along with deduction mechanism;
- viii. Preparing bidding documents, including RFP, concession agreement, Provincial Support Agreement, and any other agreement required for the Project in compliance with the procurement laws, regulations, policy, and international best practices;
- ix. Develop and finalize evaluation criteria and the terms of the bid documents;
- x. Assist the Procuring Agency in preparing, population, hosting, and managing an online data room to facilitate bidders' due diligence, including drafting procedures governing the use of the data room.

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

- i. Prepare annual procurement plans;
- ii. Prepare responses to the prospective bidders' queries;
- iii. Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- iv. Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders prior to the

- deadline for bids submission, in accordance with applicable laws, rules, and regulations;
- v. Assist the Procuring Agency and its TFEC during the bid evaluation (including analysis of any amendments to the Project documents proposed by bidders and the legal and financial proposals of qualified bidders) and preparing the evaluation reports;
 - vi. Update cost estimates concerning the Project taking into account the impact of inflation and other factors (based on of rates prevailing 28 days prior to the bid submission date) during the bid evaluation stage;
 - vii. Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed) for necessary approvals;
 - viii. Assist the Procuring Agency in the issuance of letter of award(s)/ acceptance(s) to the Project's preferred bidder;
 - ix. Advise the Procuring Agency on bid-related correspondence with bidders during the entire bidding process relating to the Project.

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

3.3.1 Transaction Negotiation & Financial Closure

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

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

4. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of sixteen (16) months, effective from the contract agreement signing expected in the second week of June 2023. The first phase will begin as soon as possible and be completed within six (6) months. **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment ⁵
4.1	Phase I – Transaction Preparation (T1 = Effective from the Contract Signing Date)		
4.1.1	Inception Report	T1 + ½ Month	5%
4.1.2	Technical Feasibility Report	T1 + 2½ Months	10%
4.1.3	Environment & Social Impact Assessment	T1 + 3 Months	5%
4.1.4	Economic & Financial Viability Assessment Report	T1 + 3½ Months	10%
4.1.5	Legal, Institutional & Regulatory Assessment Report	T1 + 4 Months	10%
4.1.6	Market Assessment Report	T1 + 4 Months	
4.1.7	PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report	T1 + 5 Months	10%
4.1.8	Transaction Preparation & Approval	T1 + 6 Months	10%
4.2	Phase II – Bid Management (T2 = Effective from Transaction Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	10%
4.2.2	Submission of Bid Evaluation Reports	T2 + 3½ Months	5%
4.2.3	Issuance of Letters for Award of Contracts	T2 + 4 Months	5%
4.3	Phase III – Transaction Negotiation & Financial Closure (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	10%
4.3.2	Financial Closure	T3 + 6 Months	10%
Total Contract Duration		16 Months	100%

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

5. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

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

⁵ Payment schedule is mentioned as a percentage (%) of the total Contract Price

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

Address: House No. C-143, Block 2, Clifton Karachi.

Phone No: +92 21 99332446

E-mail: seld.pppn@gmail.com | ppp.fsta@gmail.com

6. RELEVANT INFORMATION

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



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

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR DEVELOPMENT
OF PUBLIC SCHOOLS PROJECT UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

RESPONSE DOCUMENT NO. I

27th February 2023

Address: PPP Node, House No. C-143, Clifton Block 2, Opposite Ziauddin Hospital, Karachi.
Website: <http://seld-pppn.gos.pk> **E-mail:** seld.pppn@gmail.com; ppp.fsta@gmail.com
Telephone: +92 21 99332446 **Fax:** +92 21 34304440

IMPORTANT NOTICE

The responses to prospective Bidders' queries document (the '**Response Document No. I**') is in furtherance to requests for queries/ clarifications received from the prospective Bidders in respect of the Bidding Process relating to a feasibility study and transaction advisory services for the development of public schools project under public-private partnership mode (the '**Assignment**'), being conducted pursuant to the Request for Proposal document (the '**RFP Document**') dated 01st February 2023 floated by the Public-Private Partnership Node, School Education & Literacy Department (the '**Procuring Agency**').

*Unless expressly specified otherwise, all **capitalized terms** used herein shall bear the meaning ascribed thereto under the RFP Document.*

This Response Document No. I is being circulated by the Procuring Agency, subsequent to its consultant selection committee's approval, in pursuance of the Instructions to Consultant (ITC) Clause-10.1 of the RFP Document. Neither any of these entities nor their employees, personnel, or 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 Bidding Process for the Assignment, and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Proposals or Bids. Neither any of these entities nor their employees, personnel, agents, consultants, advisors, 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 the RFP Document or otherwise in connection with the Assignment as contemplated herein.

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

This Response Document is not an agreement; its sole purpose is to provide interested Bidders with information that may be useful in preparing their Bids or Proposals. The Procuring Agency reserves its right, in its full discretion, to modify the RFP Documents and/ or the Assignment 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.

RESPONSE DOCUMENT NO. I

SR.	RFP REFERENCE	PROSPECTIVE BIDDER'S QUERY/ COMMENT	PROCURING AGENCY'S RESPONSE/ CLARIFICATION
SECTION II – INSTRUCTIONS TO CONSULTANTS (ITC)/ BID DATA SHEET (BDS)			
1.	ITC BDS Clause 2.3	Kindly nominate the focal person for the site(s) visit.	Bidders intending to visit the Project's schools or site(s) may contact the Procuring Agency's focal person, mentioned in the Data Sheet. In this regard, Bidder shall submit such a visit request at least three (3) Business Days prior to the proposed visit plan and address it to the Procuring Agency's focal person via mail or email addresses provided in the RFP Document.
2.	ITC BDS Clause 16.4	The Bids submission deadline may be extended to thirty (30) days.	The Bids submission deadline has been extended to 28 th March 2023. For further details, refer to the Addendum Document No. I dated 27 th February 2023.
3.	ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2	Three (3) years average annual financial turnover criteria for financial advisory firms are not mandatory to comply with PKR 50 million Alone. It may be reconsidered for collective assessment of Consortium accounts or reduced up to PKR 25 million maximum to avoid limiting the firms' participation in competitive bidding.	The referred criterion provides as under: <i>Financial Turnover:</i> Bidder must have an average annual financial turnover of at least PKR 100 million during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable. However, in the case of a Consortium, the Lead Member alone must have an average annual financial turnover of at least PKR 50 million, and other members collectively must have an average annual financial turnover

			<p><i>of at least PKR 50 million during the last three years;</i></p> <p>For clarity purposes, the Consortium's Leader Member may be a financial, or technical, or legal firm that shall qualify the criteria and other requirements set out in the RFP Documents.</p>
4.	ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2	The RFP requires the submission of the last three years' tax returns by each Consortium member. This is a new and unusual request, as RFPs for other PPP projects have not previously asked for tax returns. We request that you delete this requirement as we will already be submitting accounts for the last three (3) years.	Financial statements do not confirm the submission of tax returns. Furthermore, submission of the last three (3) years' tax returns by each Consortium member is a mandatory requirement in the precedent procurement transaction; hence, no change.
5.	ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2	For technical evaluation, evidence in the form of work orders, completion certificates, and contract agreements is to be furnished as per the requirements under the RFP. While work orders and completion certificates as per existing practice are furnished for evidence and easy to procure from both public and private clients, please note that the contract agreements and documents ancillary thereto cannot be furnished and shared for evaluation when the same pertains to a private sector client, since the same is subject to strict confidentiality and non-disclosure requirements. Hence, it is requested that the requirement to furnish contract agreements be waived altogether since this will not be possible without	Bidders shall submit the Bid containing copies of the work order, contract agreement, and completion certificate (or any other substantial evidence against a completion certificate) against each criterion to qualify for the eligibility and technical evaluation criteria mentioned in the RFP Document. However, if the contract executed with a private sector client contains confidential or proprietary information, which the Bidder cannot disclose on account of the confidentiality clauses available to that contract. In such a case, the Bidder shall submit any other documentary evidence against the contract executed along with copies of the work order and completion certificate (clearly depicting the scope assigned and milestones achieved) to qualify the eligibility

		breaching client confidentiality and non-disclosure requirements.	criteria or attain the points, as the case may be.
6.	ITC BDS Clause 18.1	<p>The RFP states a requirement for an engineering firm to have nine (9) projects in the “General Projects” category and ten (10) projects in the “Relevant Experience” category. As such, the focus is on exclusively furnishing engineering experience, which is typical of infrastructure projects as per set precedent. It is also worth highlighting that, as per the provisions of the RFP, construction of all target schools is almost eighty percent (80%) complete, and in consideration of the same, it is assumed that construction will be completed prior to the completion of the procurement process. Therefore, considering the current status of construction of the target schools, inviting engineering firm(s) exclusively for the Project seems to be unwarranted, and the features that are typical of infrastructure projects be revisited, and criteria for education-related milestones be introduced instead, that will serve a purpose for undertaking the Project.</p>	<p>The Project’s background information provides the overall physical progress for infrastructure work completed in each school as a cumulative percentage basis, with indicative results ranging between 60 to 95%, which is subject to the confirmation of technical inspection and conditional analysis of the infrastructure work as an integral part of the Assignment. Further, certain facilities within the Project’s schools (<i>refer to the school-wise summary of the infrastructure</i>) show the relative completion of the physical infrastructure work status/ progress with little or below the cumulative percentage mentioned above that hitherto remains the same with no additional work progress¹. As such, a substantial part of this Assignment relates to infrastructure development, rehabilitation, expansion works/ surveys/ studies/ investigations, etc. still remains to be completed, which an experienced engineering firm can perform and confirm under this Assignment’s feasibility stage.</p> <p>Considering these factors together with the procurement principles, Project’s objectives, and the Assignment’s scope and complexity/ risks associated with it, the overall criteria formulated</p>

¹ **Disclaimer:** The Procuring Agency received the overall physical progress of the Project’s infrastructure works during the last year which may be subject to change, considering the external forces and environmental conditions that prevailed during this reporting period. The Bidders are advised to conduct the Project’s school(s)/ site(s) visit to ascertain Project’s component-wise actual physical infrastructure work completed before submitting Bid to the Procuring Agency.

			and is further updated following the SPP Rules. For further details, refer to the Addendum Document No. I dated 27 th February 2023.
7.	ITC BDS Clause 18.1	The technical criteria provided under the RFP do not require the firm(s) to possess any technical experience in the education sector, nor does it require the bidder to furnish milestones related to education. Given the nature of the Project, which primarily is social/ education development, emphasis should be laid on the concept of preparation of a robust model for inter-alia to bring good enrollment rates through an extensive social mobilization methodology implemented in the area for the local residents, including the under-privileged segment of the population, and introduce quality teaching and learning for the students, etc. It is anticipated that there shall be no requirement for the rehabilitation of the newly constructed building(s) in the near future, and as such technical firm(s) possessing experience in education sector projects can also advise on the standard repair and maintenance of the buildings on an annual basis. It may be noted that such a model as aforementioned is currently being successfully implemented in other projects being executed under the supervision of the School Education & Literacy Department.	Refer to the response at Sr. # 6.

8.	ITC BDS Clause 18.1	<p>It has been noted that while Key Professional Staff contains furnishing of information regarding an Education Team, it is suggested that the experience regarding work in the education sector is also made part of the Technical Evaluation Criteria - General/ Relevant Experience as we understand that the Project is primarily a social development project and emphasis should be laid on experience under education and education related milestones.</p>	Refer to the response at Sr. # 6.
9.	ITC BDS Clause 18.1	<p>It is our understanding that the underlying objective of the Project is a social cause, and as such, it is primarily a social development project. However, it appears that the Project is inclined toward engineering and infrastructure rather than a focus on social development, and education works and most of the information under Technical Evaluation Criteria for technical members focuses on engineering/infrastructure. It is pertinent to note that this is a typical feature of an infrastructure project, and the instant Project being a social development project does not justify the application of criteria that is a set precedent for purely infrastructure projects.</p> <p>While we understand that the Project does require some advisory pertaining to engineering and infrastructure development, the same is not predominant throughout, and as such, the same may be achieved with a basic standard of engineering/infrastructure as opposed to the</p>	Refer to the response at Sr. # 6.

		<p>detailed criteria and standard set under the RFP.</p> <p>Thus, the need for technical members to furnish information under Section 1.1.1, 1.1.2, 1.1.3, under General Experience and Section 1.2.1, 1.2.2, 1.2.3, Relevant Experience is not relevant and justified (the same being a typical feature for infrastructure projects) and hence it is requested that keeping in mind the above, the same is revisited and the criteria are aligned with social development projects.</p>	
10.	ITC BDS Clause 18.1	<p>It has been observed that, in essence, there is no difference between 1.1.4 General Experience and 1.2.4 Relevant Experience, as the same results in furnishing the same information and experience by a Bidder.</p> <p>Furthermore, while 1.1.4 allows a bidder to furnish information pertaining to a private client, it may be noted that the criteria set forth pertain to projects under which a bidding package has been prepared, including bid documents, reports, and agreements, etc., which is more a feature of PPP projects and procurements for public sector clients and that the same is not common for private sector clients,</p> <p>As per the set standard precedent, for information/ criteria pertaining to private sector clients under 1.1.4, legal members have been</p>	<p>The criteria 1.1.4 (general experience) and 1.2.4 (relevant experience) differ in terms of preparing a bidding package for a non-PPP or traditional project's procurement and PPP procurement, respectively, completed by a Bidder. Some additional changes in the referred criteria are incorporated, considering the procurement principles and precedent transactions.</p>

		<p>requested to furnish information for EPC/turnkey projects.</p> <p>Since 1.1.4 allows bidders to share both the private sector and public sector works, you are requested to reinstate experience and information with regards to EPC/turnkey projects for private sector clients since the preparation of the bidding package is traditionally a feature of public sector/PPP projects.</p>	
SECTION V – TERMS OF REFERENCE			
11.	Assignment Scope	Requirements for geotechnical investigation for additional proposed infrastructure & building are missing in the RFP.	The Assignment's scope has been further updated, covering the geotechnical investigation and other studies, including hydrological and geohazards, for additional infrastructure facilities proposed in line with the Project's objectives. For further details, refer to the Addendum Document No. I dated 27 th February 2023.
12.	Assignment Scope	Geohazard study to identify the risk related to the planned activities.	Refer to the response at Sr. # 11.
13.	Assignment Scope	Hydrology Study is also missing in the RFP.	Refer to the response at Sr. # 11.