



**Elementary and Secondary Education Department  
Government of Khyber Pakhtunkhwa**

**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**“PROCUREMENT OF CONSULTANT’S SERVICES TO CARRY OUT FEASIBILITY  
STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN NEWLY  
ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA”**

<b>Pre-Bid Meeting date and time:</b>	<b>January 26, 2023, at 11:00 am</b>
<b>Last Date/time for submission:</b>	<b>February 07, 2023, at 10:00 am</b>
<b>Bid Opening date and time:</b>	<b>February 07, 2023, at 10:30 am</b>

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## **Section 1.**

### **Letter of Invitation**

## LETTER OF INVITATION

### HIRING OF FIRM FOR CONDUCTING PPP COMPLIANT FEASIBILITY STUDY IN NEWLY ESTABLISHED SCHOOLS

1. Elementary and Secondary Education Department, Khyber Pakhtunkhwa is mandated to promote and enable the development of innovative education delivery models to achieve policy objectives of Constitution of Pakistan (Article 25-A) and SDG-4, to improve access, quality, and retention through various means of Public Private Partnership for elementary and secondary education delivery services and matters connected herewith and ancillary thereto.
2. The Elementary and Secondary Education Department will enter into agreements with different implementing partners in Public-Private Partnership mode of various educational facilities and services. Before PPP interventions and signing the agreement with partners the Elementary and Secondary Education Department desires to carry out a comprehensive feasibility study in order to establish the viability of PPP interventions in the selected newly established schools.
3. Elementary and Secondary Education Khyber Pakhtunkhwa now invites sealed requests for proposals from interested firms for conducting the feasibility study of the newly established schools in Khyber Pakhtunkhwa. Interested bidders must provide requisite information as per RFP documents.
4. Proposals must be delivered by hand or through mail to the office of the PPP Advisor, Elementary and Secondary Education Department, Khyber Pakhtunkhwa with office address at Elementary and Secondary Education Department, Civil Secretariat, Block A, Peshawar on or before **February 7, 2023, at 10:00 am** which will be opened on the same day at **10:30 am** in presence of bidders or their representatives.
5. Detailed Request for Proposals (RFP) can be downloaded from the following official website of Khyber Pakhtunkhwa Elementary and Secondary Education Department <https://kpese.gov.pk> in the **Tenders Section** or KPPRA website <http://www.kppra.gov.pk>
6. Pre-bid Meeting will be held on **January 26, 2023, at 11:00 am** in the Committee Room of the Elementary and Secondary Education Department.
7. The bidder will be hired through the Quality Cost Based Selection (QCBS) competitive process as per KPPRA Act 2012 and Rules 2014, wherein the quality of the proposal and the cost of the services will be taken into account among short-listed firms.
8. The Procuring Entity has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

**PPP Advisor**

Elementary and Secondary Education Department

## **Section 2.**

### **Instructions to Consultants (ITC)**

## Instructions to Consultants (ITC)

### 1. Definitions

- (a) “Procuring Entity (PE)” means the Elementary and Secondary Education Department with which the selected consultant signs the contract for services.
- (b) “Consultant” means a professional institute/firm (as the case may be) who can study, design, organize, evaluate, and manage feasibility study for Public Private Partnerships interventions in the newly established schools of Khyber Pakhtunkhwa.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document, which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Procuring Entity for the selection of consultants.
- (k) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of Procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

<b>2. Introduction</b>	2.1	The Procuring Entity will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
	2.2	The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	2.3	Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal meeting as specified in the Data Sheet. Attending the pre-proposal meeting is, however, optional. Consultants may liaise with Elementary and Secondary Education

		Department's representative named in the Data Sheet for gaining better insight into the assignment.
	2.4	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
	2.5	The Procuring Entity may provide facilities and inputs as specified in Data Sheet
<b>3. Conflict of Interest</b>	3.1.1	Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
	3.1.2	<p>Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ul style="list-style-type: none"> <li>(i) A consultant that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services during the course of this feasibility study.</li> <li>(ii) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity during the course of this feasibility study.</li> <li>(iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions of the Contract</li> </ul>
Conflicting Relationships	3.2	Government officials and civil servants may be hired as consultants only if:

		<p>(i) They are on leave of absence without Pay.</p> <p>(ii) They are not being hired by the Entity they were working for six months prior to going on leave.</p> <p>And</p> <p>(iii) Their employment would not give rise to any conflict of interest</p>
<b>4. Fraud &amp; Corruption</b>		<p>It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:</p> <p>“Corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation.</p>
<b>5. Integrity Pact</b>		<p>Under Rule 44 of KPPRA 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.</p> <p>Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.</p> <p>Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.</p>
<b>6. Eligible Consultants</b>	6.1	If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPRA 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible
	6.2	Short listed consultants emerging from request of expression of



		interest are eligible
<b>7. Eligibility of Sub Consultants</b>		A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process.
<b>8.Only One Proposal</b>		Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
<b>9.Proposal Validity</b>	9.1	The Data Sheet indicates Proposal's validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
<b>10. Clarification &amp; Amendment in RFP Documents</b>	10.1	Consultants may request for a clarification of contents of the bidding document in writing and Procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal provided that the query is received at least 11 days before opening of the proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so
	10.2	The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
<b>11. Preparation of Proposals</b>	11.1	In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience, and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.
	11.2	The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

<b>12. Language</b>		The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
<b>13. Technical Proposal Format and Content</b>	13.1	<p>While preparing the Technical Proposal, consultants must give Particular attention to the following:</p> <ul style="list-style-type: none"> <li>(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.</li> <li>(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</li> <li>(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.</li> <li>(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.</li> <li>(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.</li> </ul>
	13.2	<p>The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <ul style="list-style-type: none"> <li>(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.</li> <li>(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).</li> <li>(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</li> </ul>

		<p>(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments (PE may give number of years as Per their requirement) years.</p> <p>(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>(vi) A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).</p> <p>(vii) Any additional information requested in the Data Sheet</p>
	13.3	The Technical Proposal shall not include any financial information.
<b>14. Financial Proposals</b>	14.1	The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items
<b>15. Taxes</b>	15.1	The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority
<b>16. Submission, Receipt, &amp; Opening of Proposals</b>	16.1	Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
	16.2	All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
	16.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal " If the Financial Proposal is not submitted in a separate

		sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
	16.4	The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.
<b>17. Proposal Evaluation</b>	17.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal</p> <p><b>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</b></p>
<b>18. Evaluation of Technical Proposals</b>	18.1	<p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet</p> <p>In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted</p> <p><b>Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)</b></p>
	18.2	<p>After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time, and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened</p>
<b>19. Evaluation of Financial Proposals</b>	19.1	Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall

		be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants
	19.2	The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
	19.3	In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
	19.4	In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
	19.5	In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.
<b>20. Negotiations</b>	20.1	Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract
<b>21. Technical Negotiations</b>	21.1	Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement
<b>22. Financial Negotiations</b>	22.1	If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e., Financial Proposal - Standard Forms of this RFP

<b>23. Availability of Professional Staff /Experts</b>	23.1	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will actually be available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate
<b>24. Award of Contract</b>	24.1	After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the KPPRA and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and KPPRA website
	24.2	After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.
	24.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet
<b>25. Confidentiality</b>	25.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## DATA SHEET

Paragraph Reference ITC		
1.1	Name of the Assignment is:	PROCUREMENT OF CONSULTANT'S SERVICES TO CARRY OUT FEASIBILITY STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN NEWLY ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA
	The Name of the PE's official (s):	Procuring Entity (PE)" means Elementary and Secondary Education, Khyber Pakhtunkhwa to facilitate/ execute public private partnerships in education.
	Address:	Civil Secretariat, Block 5, Peshawar
	Telephone:	92-919213829
	Facsimile:	
	E-mail:	<a href="mailto:ppp.advisor@esed.gov.pk">ppp.advisor@esed.gov.pk</a> <a href="mailto:ubed.jan@outlook.com">ubed.jan@outlook.com</a>
1.2	The method of selection is:	Quality & Cost based selection (QCBS)
	The Edition of the Guidelines is:	<ul style="list-style-type: none"> <li>• PPP Act 2020</li> <li>• KPPRA Act 2012 &amp; Rules 2014</li> <li>• All other applicable Act and Rules</li> </ul>
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes	<p>As mentioned in ITC 16.3 i.e. The Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "<i>Do Not Open with the Technical Proposal</i>" and both these envelopes shall be placed in a single envelope marked as Technical &amp; Financial proposal.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• If the Financial Proposal is not submitted in, a separate sealed envelope duly marked as indicated above, this would constitute grounds for declaring the Proposal non-responsive.</li> </ul>
1.4	The PE will provide the following inputs and facilities:	<ul style="list-style-type: none"> <li>• The Procuring Entity will also share the information with regard to</li> <li>• All the relevant parties will provide inputs from time to time during the execution of the contract as per terms of reference given for each party in RFP.</li> </ul>
1.5	The Proposal submission	E&SE Department, Civil Secretariat, Block 5,

	address	Peshawar
	Proposals must be submitted no later than the following date and time:	February 07, 2023, at 10:00 am
1.6	Expected date for commencement of consulting services	Soon after the award of Contract
	at:	E&SE Department, Civil Secretariat, Block 5, Peshawar.
9.1	Proposal's validity	Proposals must remain valid for 90 days after the submission date.
10.1	Clarifications may be requested not later than five days before the submission date.	Pre-Bid Meeting will be held on January 26, 2023, 11:00 am
	The address for requesting clarifications is:	E&SE Department, Block A, Civil Secretariat, Peshawar.
	Facsimile: E-mail:	<a href="mailto:ppp.advisor@esed.gov.pk">ppp.advisor@esed.gov.pk</a> <a href="mailto:ubed.jan@outlook.com">ubed.jan@outlook.com</a>
12	Proposals shall be submitted in the following language:	English
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No	NO
13.1	The format of the Technical Proposal to be submitted is: FTP or STP	Full Technical Proposal
13.2(vii)	Training is a specific component of this assignment:	NO
14.1	<p>[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</p> <p>1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be</p>	NA



	<p>absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;</p> <p>2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>3) cost of office accommodation, investigations and surveys;</p> <p>4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services</p> <p>6) cost of printing and dispatching of the reports to be produced for Consulting Services</p> <p>7) other allowances where applicable and provisional or fixed sums (if any); and Covered in the foregoing.</p>	
15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable:	YES
16.3	Consultants to state local cost in	NA

	the national currency (in case of ICB only):	
16.2	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.	Bidders must submit the original Technical Proposal, and the original of the Financial Proposal
18.1	<b>TECHNICAL EVALUATION CRITERIA</b>  <b>Attached at Annex-A</b>	
19.4	The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.	
20.1	The single currency for price conversions is: PKR	
24.2	Successful consultant is required to submit 500,000/-Performance security in form of CDR, demand draft or bank guarantee amounting contract validity period.	
24.3	As per work plan (which is part of the technical proposal.	
25.1	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million	

## ANNEX-A

### TECHNICAL EVALUATION CRITERIA FOR “PROCUREMENT OF CONSULTANT’S SERVICES TO CARRY OUT FEASIBILITY STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN NEWLY ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA”

#### Mandatory documents:

1. Certificate of registration.
2. NTN Certificate.
3. Income tax active taxpayer certificate as of closing date.
4. KNTN Certificate.
5. KPRA Active taxpayer certificate as of closing date.
6. Undertaking on notarized judicial stamp paper of Rs: 100/- that firm is not blacklisted
7. Undertaking on notarized judicial stamp paper of Rs: 100/- that firm accepts all terms & conditions set forth in bidding documents.
8. Tender documents can be downloaded from <https://kpese.gov.pk> or <http://www.kppra.gov.pk> free of cost.

FIRM EVALUATION PARAMETERS			
<b>1</b>	<b>FIRM PROFILE</b>		<b>15</b>
		<b>A. Years of existence (8 Marks)</b> <ol style="list-style-type: none"> <li>i. Years of incorporation, more than 10 years = 8 marks</li> <li>ii. Years of incorporation, more than 05 years = 5 marks</li> <li>iii. Years of incorporation, more than 02 years = 3 marks</li> </ol> <b>B. Public Sector Clients (7 Marks)</b> <ol style="list-style-type: none"> <li>i. More than 05 Clients = 07 marks</li> <li>ii. More than 03 Clients = 05 marks</li> <li>iii. More than 02 Clients = 03 Marks</li> </ol>	
<b>2</b>	<b>PAST EXPERIENCE</b>		<b>25</b>
	Supported by following documents <ul style="list-style-type: none"> <li>• PPP Compliant Feasibility study/Bidding Documents/Concession agreements/ financial closure</li> </ul>	Only five best firms/organizations would be considered. Each firm/organization will be scored as under: <ol style="list-style-type: none"> <li>i. Conducting feasibility studies for PPPs, PPPs in Education Sector - 4 Marks per feasibility study for a maximum of 04 studies</li> <li>ii. Bidding Documents/ concession agreements 03 marks per activity with a maximum of 02 documents</li> <li>iii. Financial closure of PPPs in education sector 1 marks per activity with a maximum of 03 activities</li> </ol>	

<b>3</b>	<b>FUNDS MANAGEMENT CAPACITY</b>		<b>10</b>
	Accumulative Financial Turn Over last three Financial Years (2020,2021 & 2022)	a. Rs. 50 million or more	10
		b. Rs.25 million to less than Rs. 50 million	07
		c. Rs. 10 million to less than Rs. 25 million	05
<b>4</b>	<b>HUMAN RESOURCE CAPACITY</b>		<b>30</b>
	<b>Attached Updated CVs &amp; Degrees</b>	<b>Education Advisor</b> (At least Masters in relevant field)	
		i. Education Expert with minimum post qualification experience of 15 years – 10 marks ii. Education Expert with minimum post qualification experience of 10 years – 5 marks iii. Education Expert with minimum post qualification experience below 10 years – 2 marks	10
		<b>PPP Specialist</b> (At least Masters in relevant field)	
		i. PPP Specialist with minimum post qualification experience of 15 years with 03 years of PPP Specific experience – 07 marks ii. PPP Specialist with minimum post qualification experience of 10 years with 03 years PPP Specific experience – 03 marks iii. PPP Specialist with minimum post qualification experience below 10 years with 03 years PPP Specific experience – 01 mark	07
		<b>PPP Appraiser/ Financial Modeler</b> (At least Masters in relevant field)	
		i. Financial Analyst with minimum post qualification experience more than 09 years = 07 marks: ii. Financial Analyst with post qualification experience less than 09 years but more than 03 years = 03 marks:	07
		<b>Legal Advisor/ Procurement Specialist</b> (At least masters in relevant field)	
		i. Procurement Specialist having experience more than 12 years = 06 Marks ii. Procurement Specialist having experience less than 12 years but more than 05 years = 03 Marks <b>Note:</b> Attached the CVs of all staff members with this proposal	06

<b>5</b>	<b>Technical approach and Operational methodology</b>	<b>10</b>
	Presentation is mandatory on technical approach & Operational methodology	
<b>6</b>	<b>Work Plan / Operationalization Plan</b>	<b>10</b>
<b>TOTAL</b>		<b>100</b>
<b>QUALIFYING MARKS</b>		<b>70</b>

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100

#### **Financial Evaluation of Proposal:**

Financial proposals of those consultants who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened.

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

**Section 3.**  
**Technical Proposal - Standard Forms**

### Section 3. Technical Proposal - Standard Forms

*[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]*

Form TECH-1. Technical Proposal Submission Form .....	24
Form TECH-2. Consultant's Organization and Experience.....	25
A - Consultant's Organization.....	26
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE .....	27
A - On the Terms of Reference .....	27
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment .....	28
Form TECH-5. Team Composition and Task Assignments.....	29
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff .....	30

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Secretary,  
Elementary and Secondary Education Department,  
Khyber Pakhtunkhwa, Peshawar.

Dear Sir:

We, the undersigned, offer to provide the consulting services for ***PROCUREMENT OF CONSULTANT'S SERVICES TO CARRY OUT FEASIBILITY STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN NEWLY ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA*** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We do hereby agree to accept all the terms and conditions given for conducting the feasibility study.

Yours sincerely,

Authorized Signature [In full and initials] ! \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_



## **For FTP Only**

### **Form TECH-2. Consultant's Organization and Experience**

#### ***A - Consultant's Organization***

*[Provide here a brief (two Pages) description of the background and organization of your firm/entity].*

### ***B - Consultant's Experience***

[Using the format below, provide information on each assignment carried out for which your firm was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

<b>Assignment name:</b>	<b>Approx. value of the contract:</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of PE:</b>	<b>Total No of staff-months of the assignment:</b>
<b>Address:</b>	<b>:</b>
<b>Start date (month/year): Completion date (month/year):</b>	<b>No of professional staff-months provided by associated Consultants:</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b>
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

Firm's Name:

**For FTP Only**  
**Form TECH-3. Comments and Suggestions on the Terms of  
Reference and on Counterpart Staff and Facilities to be**

*Provided by the PE*

***A - On the Terms of Reference***

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal. ]*

## **Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment**

a) *Technical Approach and Methodology,*

b) *Work Plan, and*

c) *Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exact output, and the degree of details of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Qualification	Area of Expertise	Positions Assigned	Tasks Assigned

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]*: \_\_\_\_\_
2. Name of Firm *[Insert name of firm proposing the staff]*: \_\_\_\_\_
3. Name of Staff *[Insert full name]*: \_\_\_\_\_
4. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_
5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: \_\_\_\_\_
6. Membership of Professional Associations: \_\_\_\_\_
7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]*: \_\_\_\_\_
8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*:
9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*:
10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. ]*:

From *[Year]*: \_\_\_\_ To *[Year]*:

Employer: \_\_\_\_

Positions held: \_\_\_\_\_

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be Performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: Year:</p> <p>Location:</p> <p>PE:</p>
	<p>Main project features: Positions held:</p>
	<p>Activities Performed:</p>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_





## **Section 4. Financial Proposal - Standard Forms**

**Section 4. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2. ]*

Form FIN-1. Financial Proposal Submission Form..... 35

Form FIN-2. Summary of Costs ..... 36

[Location, Date]

To:  
Secretary,  
E&SE Department,  
Block 5, Civil Secretariat,  
Peshawar.

Dear Sir,

We, the undersigned, offer to provide the consulting services for ***FEASIBILITY STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN NEWLY ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA*** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We do hereby accept all the terms and conditions of this RFP.

Yours sincerely,

Authorized Signature [In full and initials] ' \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address' \_\_\_\_\_

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

## FORM FIN-2 SUMMARY OF COSTS

S. NO	Description	Professional Fees			
		Month-1	Month-2	Month-3	Month-4
01	Dir Upper				
02	Hangu				
03	Haripur				
04	Kohat				
05	Malakand				
06	Mardan				
07	Swat				
08	Torghar				
09	Upper Chitral				
10	Kohistan				
<b>Average</b>					

**Note:** All firms are expected to quote the rate for all cities/districts, any box left blank will be assumed that highest quoted rate by any firm.

**SECTION-05:**  
**TERMS OF REFERENCE (TOR)**

## **TERMS OF REFERENCE (TOR)**

### **PROCUREMENT OF CONSULTANT'S SERVICES TO CARRY OUT FEASIBILITY STUDY OF PUBLIC PRIVATE PARTNERSHIPS VIABILITY IN *NEWLY ESTABLISHED SCHOOLS OF KHYBER PAKHTUNKHWA***

#### **BACKGROUND**

Department of Elementary and Secondary Education, Khyber Pakhtunkhwa derives its mandate for Public Private Partnerships from the Khyber Pakhtunkhwa PPP Act 2020. It has the scope to improve the education services delivery at Primary and secondary school level across the province through Public Private Partnerships. The E&SE Department has the mandate to enter into agreements with different implementing partners in PPP mode of various educational facilities and services.

Proposed organization for management of PPP projects with the E&SE Department will qualify the procurement criteria and will be selected through competitive bidding by the E&SE Department. The current project envisages a PPP compliant feasibility study regarding the viability of PPP interventions in the newly established schools located in different districts of Khyber Pakhtunkhwa.

#### **OBJECTIVES OF THIS DOCUMENT**

Objectives of this assignment are hiring of firm to,

1. Develop a PPP Compliant feasibility study under the PPP Act 2020
2. Prepare tender documents
3. Supporting the E&SE Department in conducting the tendering process, signing of the Concession Agreement and Financial Closure

#### **AIM OF THE FEASIBILITY STUDY**

The purpose of this feasibility study is to assess the viability of Public Private Partnerships in the newly established schools located in different districts of Khyber Pakhtunkhwa. This will involve a review of the overall environment conduciveness for PPP viability, preparation of tendering documents and supporting the department till the financial closure. The feasibility study will determine whether the schools selected for Public Private Partnerships interventions are viable and operationally sufficient to serve the needs of the Department in the areas of Education Services Delivery at the desired levels of quality, access, and retention. Besides, this study is also aimed to develop a risk matrix for identification, categorization and sharing of risks with the private partners.

#### **THE ASSIGNMENT/ FEASIBILITY STUDY**

1. **Development of PPP-Compliant Feasibility Study:** The hired consultant/firm will develop a PPP-Compliant feasibility study and share with the E&SE Department for vetting. The Education Department may suggest changes if required and will share with

consultant/firm for further process.

2. **Preparation of Tender Documents:** The hired consultant/firm will be responsible to prepare all the necessary documents for tendering after the feasibility study and viability of schools to given under the PPP mode.
3. **Conducting the Tender Process till the signing of concession agreement:**

Which may include but not limited to:

- I. **Expression of Interest (EoI)** – Expression of interest for prospective private partners interested in partnering with the Elementary And Secondary Education Department to carry out its Public Private Partnerships initiatives.
  - II. **RFP** – Request for Proposals from the interested private partners.
  - III. **Draft Contract** – Drafting a contract for the legal binding between Elementary and Secondary Education Department and the Private Partner.
4. **Financial Close:** The selected consultant/ firm will be responsible to assist the Department of Elementary and Secondary Education in Financial Closure with the interested Private Partners.

## **APPROACH/METHODOLOGY**

To achieve the objectives of this assignment the consultant shall use appropriate qualitative and quantitative methods, including interviews, documents analysis and direct observations. The assignment will start with initial meeting with the team involved in supervising the PPP initiatives of the Department of Elementary and Secondary Education to discuss requirements stated in the ToRs and the availability of documents that the consultant will require from the Department. It will be followed by submission of a work plan to the Department of Elementary and Secondary Education. The consultant firm is expected to conduct desk review and as well as detailed survey on the basis of workplan approved by the Department of Elementary and Secondary Education.

## **FIELD VISIT**

The consultant firms will be required to visit the schools and communities where the schools are located during the course of this feasibility study. It is mandatory to visit all the locations where the schools are established. The purpose of these visits would be to ensure that all the key parameters inevitable for the success of PPP interventions in Education have been studied and documented with sufficient contextual evidence.

## **REPORTING:**

The consultant firm will discuss their preliminary findings with the Elementary and Secondary Education Department and based on their feed-back will submit a final report of their assessment which will identify the key recommendations for the successful implementation of PPPs in education and suggest actions for rectification if required.

## **Section-6**

### **Conditions of Contract**



## General Conditions of Contract

1. GENERAL PROVISIONS		
1.1 Definitions		<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a. “Applicable Law” means the Khyber Pakhtunkhwa Public Private Partnership Act 2020 and Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.</li> <li>b. “Procuring Entity PE” means the Elementary and Secondary Education Department which signs the contract</li> <li>c. Consultant” means a professional institute/firm (as the case may be) who can study, design, organize, evaluate, and manage feasibility study for Public Private Partnerships interventions in the newly established schools of Khyber Pakhtunkhwa</li> <li>d. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.</li> <li>e. “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;</li> <li>f. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</li> <li>g. “Foreign Currency” means any currency other than the currency of the PE’s country.</li> <li>h. “GC” means these General Conditions of Contract.</li> <li>i. “Government” means the Government of Khyber Pakhtunkhwa.</li> <li>j. “Local Currency” means Pak Rupees.</li> <li>k. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</li> </ul>

		<p>l. “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>m. “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.</p> <p>n. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>o. “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.</p> <p>p. “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.</p> <p>q. “In writing” means communicated in written form with proof of receipt</p>
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<b>1.2 Law Governing Contract</b>		This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law
<b>1.3 Language</b>		This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
<b>1.4 Notices</b>	<b>1.4.1</b>	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
	<b>1.4.2</b>	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC
<b>1.5 Location</b>		The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve
<b>1.6 Authority of Member in Charge</b>		In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE
<b>1.7 Authorized Representatives</b>		Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC
<b>1.8 Taxes &amp; Duties</b>		The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price
<b>1.9 Fraud &amp; Corruption</b>		<p>If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers, and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014</p> <p>Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2. Integrity Pact</p> <p>A. If the Consultant or any of his Sub-consultants, agents or</p>

		<p>servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:</p> <p>(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;</p> <p>(b) terminate the Contract; and</p> <p>(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.</p> <p>On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).</p>
<b>2. COMMENCEMENT, COMPLETION, MODIFICATION &amp; TERMINATION OF CONTRACT</b>		
<b>2.1 Effectiveness of Contract</b>		<p>This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
<b>2.2 Commencement of Services</b>		<p>The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p>
<b>2.3 Expiration of Contract</b>		<p>Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.</p>
<b>2.4 Modifications or Variations</b>		<p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>
<b>2.5 Force Majeure</b>		<p>The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters, and circumstances beyond the control of the parties.</p>
	<b>2.5.1</b>	<p><b>No Breach of Contract</b></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event</p>

	<b>2.5.2</b>	<b>Extension of Time</b> Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure
	<b>2.5.3</b>	<b>Payment</b> During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be Paid under the terms of this Fixed term Contract
<b>2.6 Termination</b>		The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC
	<b>2.6.1</b>	<b>By PE</b> In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days in the case of the event referred to in (e). <ol style="list-style-type: none"> <li>If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing</li> <li>If the Consultant becomes insolvent or bankrupt.</li> <li>If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> <li>If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</li> <li>If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof</li> </ol>
	<b>2.6.2</b>	<b>By the Consultant</b> The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2 <ol style="list-style-type: none"> <li>If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants' fault.</li> <li>Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.</li> <li>If, as the result of Force Majeure, the Consultant is unable to</li> </ol>

		<p>perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
	<b>2.6.3</b>	<p><b>Payment upon the Termination</b></p> <p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC. 2.6.2, the PE shall make the following Payments to the Consultant:</p> <ul style="list-style-type: none"> <li>a. Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination</li> <li>b. except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract</li> </ul>
<b>3. OBLIGATIONS OF THE CONSULTANT</b>		
<b>3.1 General</b>	<b>3.1.1</b>	<p><b>Standard of Performance</b></p> <p>The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
<b>3.2 Conflict of Interest</b>		<p>The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests</p>
	<b>3.2.1</b>	<p><b>Consultants not to Benefit from Commissions, Discounts, etc.</b></p> <p>The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment</p>
	<b>3.2.2</b>	<p><b>Prohibition of Conflicting Activities</b></p> <p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods,</p>

		works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project
	<b>3.2.3</b>	<b>Prohibition of Conflicting Activities</b> The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
<b>3.4 Confidentiality</b>		Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>3.5 Consultant's Actions Requiring PE's Prior Approval</b>		The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the Performance of any Part of the Services, (b) appointing such members of the Personnel not listed, and (c) any other action that may affect the contract directly or indirectly
<b>3.6 Reporting Obligations</b>		a. The Consultant shall submit to the PE the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR. b. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said TOR.
<b>3.7 Documents Prepared by the Consultant to be the Property of the PE</b>		(a) All plans, reports, other documents, and any other material submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
<b>3.8 Professional liability of consultant</b>	<b>3.8.1</b>	The consultant shall be liable for consequence of errors or omissions on its part. The extent of liability of the consultant in no case should be less than consideration of the contract.
	<b>3.8.2</b>	The consultant shall be held liable for all losses or damages and shortcomings in deliverables etc., suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services
	<b>3.8.3</b>	In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both
<b>3.10 Monitoring and Evaluation</b>	<b>3.10.1</b>	The Consultant shall submit the report along with the attendance to the Elementary and Secondary Education Department. The PE shall monitor and evaluate and visit the consultant business place each month. The Consultant shall facilitate the PE for inspection of the

		relevant records and the consultant shall produce the relevant records on demand of PE for evaluation.
	<b>3.10.2</b>	If the consultant failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.
<b>4. CONSULTANT'S PERSONNEL</b>		
<b>4.1 Description of Personnel</b>		The Consultant shall employ and provide such qualified and Personnel experienced Personnel as are required to carry out the Services. The titles agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section 3 & TOR. The Key Personnel listed by title as well as by name in proposal are hereby approved by the PE.
<b>4.2 Removal and/or Replacement of Personnel</b>		<ol style="list-style-type: none"> <li>a. Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.</li> <li>b. If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE</li> <li>c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</li> </ol>
<b>5. OBLIGATIONS OF THE PE</b>		
<b>5.1 Assistance and Exemptions</b>		The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as the PE can provide.
<b>5.2 Change in the Applicable Law Related to Taxes and Duties</b>		If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.
<b>5.3 Services and Facilities</b>		The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F
<b>6. PAYMENTS TO THE CONSULTANT</b>		



<b>6.1 Lump-sum Payment</b>		The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4
<b>6.2 Contract Price</b>		The contract price shall be lump sum and payment shall be made in Pak Rupees
<b>6.3 Payment for Additional Services</b>		For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided.
<b>6.4 Terms and Conditions of Payment</b>		Payments will be made to the account of the Consultant and according to the Payment schedule and terms and conditions stated in the TORs
<b>7. GOOD FAITH</b>		
<b>7.1</b>		The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>8. SETTLEMENT OF DISPUTES</b>		
<b>8.1 Amicable Settlement</b>		The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>8.2 Dispute Resolution</b>		Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC

### III. Special Conditions of Contract

GCC Ref No	
1.1	Khyber Pakhtunkhwa Public Private Partnership Act 2020  Khyber Pakhtunkhwa Public Procurement Rules
1.3	The language is English
1.4	The addresses are:
1.5	Procuring Entity: Khyber Pakhtunkhwa Elementary and Secondary Education Department Attention: Public Private Partnership Advisor E-mail: <a href="mailto:ppp.advisor@esed.gov.pk">ppp.advisor@esed.gov.pk</a> <a href="mailto:Ubed.jan@outlook.com">Ubed.jan@outlook.com</a>
1.7	The Authorized Representatives are: For the PE: _____ For the Consultant: _____
2.1	The duration of the contract shall be 04 Months
2.2	The date for the commencement of Services is [soon after signing of contract].
2.4	<ul style="list-style-type: none"> <li>• The duration of the contract shall be 04 months</li> <li>• The PE has right to monitor the activities of the institution in accordance with contracts at any time on mutually agreed indicators. In case of any breach of agreement to provide the services agreed the contract may be terminated after warning.</li> <li>• The Institution after negotiation with PE in light of provision of KPPRA Act, PPP Act and Rules shall submit the negotiated amended proposal as integral part of contract agreement if declared as successful bidder.</li> </ul>
2.5.3	Extension of Time: this contract cannot be extended beyond 04 months. However, the PE may re-advertise in which the same institution /consultant may apply.
2.6	Termination of Contract: In following conditions, the contract shall stand terminated. <ul style="list-style-type: none"> <li>• If the consultant fails to comply with the clauses of contract agreement and this RFP.</li> <li>• Fails to maintain the standard of services for which they have been selected at the time of selection.</li> <li>• Major deviation from technical &amp; financial proposal</li> <li>• Found indulged in any sought of corrupt practices.</li> <li>• Found to be the source of misinformation or false claims in submitted bid/s to PE.</li> </ul>

<b>3.5</b>	<p>The Institution shall seek permission prior to</p> <ul style="list-style-type: none"> <li>• Any deviation from the Khyber Pakhtunkhwa PPP Act 2020 and KPPRA</li> <li>• Any change in the agreed scope of work</li> </ul>
<b>8.2</b>	<p>Disputes shall be settled as per PPP Act 2020 and by complaint redressal committee through Grievance Redressal as per KPPRA Rules 2014</p> <p>The Procuring Agency and / or Purchasing Agency, as the case may be, and the Supplier/bidder/institution shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies.</p> <p>However, despite such negotiation if the Purchasing Agency&amp; Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to KP Elementary and Secondary Education Department, Peshawar for decision and that will be final which cannot be challenged in a court of law.</p>

Appendix A

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

[name of Supplier] 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 Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

[name of Supplier] 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 rights and remedies available to GoKP under any law, contract, or other instrument, be voidable at the option of GoKP.

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: ..  
Signature: .....  
[Seal]

(Annex- B)

**(HUMAN RESOURCE CAPACITY)**

<b>S. No</b>	<b>Name</b>	<b>Qualification</b>	<b>Experience</b>	<b>Office</b>